

AGREEMENT

Between

**BUREAU OF ALCOHOL, TOBACCO
AND FIREARMS,**

**BUREAU OF ALCOHOL AND
TOBACCO TAX AND TRADE
BUREAU,**

And

**NATIONAL TREASURY EMPLOYEES
UNION**

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PREAMBLE

The Parties agree that the public interest requires high standards of employee performance and continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency.

The well being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

The participation of employees is improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials.

This Agreement is made and entered into by and between the Bureau of Alcohol, Tobacco and Firearms (ATF), hereinafter referred to as "the Employer", and the National Treasury Employees Union (NTEU), hereinafter referred to as "the Union".

ARTICLE 1 COVERAGE

Section 1 Unit Description

The following bargaining units are covered by this Agreement:

A. INCLUDED: All professional General Schedule employees, and if applicable, Pay Demonstration Project (Demo) employees, of the Bureau of Alcohol, Tobacco, and Firearms including field employees and employees assigned to Headquarters Office.

EXCLUDED: All nonprofessional General Schedule and Wage Grade employees assigned to Headquarters Offices of the Bureau of Alcohol, Tobacco and Firearms, management officials, supervisors, confidential employees, employees engaged in Federal personnel work in other than purely clerical capacity, and employees excluded under Executive Order 12171.

B. INCLUDED: All nonprofessional General Schedule, Wage Grade employees, and if applicable, Demo employees, employed by the Regional offices of the Bureau of Alcohol, Tobacco and Firearms, Department of the Treasury, located throughout the country and all nonprofessional General Schedule and Wage Grade employees assigned to the Headquarters Offices of the Bureau of Alcohol, Tobacco and Firearms.

EXCLUDED: Employees engaged in criminal enforcement, professional employees, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, supervisors, and guards as defined by Executive Order 11491, as amended and employees excluded under Executive Order 12171.

Section 2 Definition and Contract Rights

This Agreement applies to bargaining unit employees and positions only. Whenever the term employee is used in this Agreement, it is understood by the parties to mean a bargaining unit employee. It grants no rights to

employees not in bargaining unit positions and does not apply to actions involving non-bargaining unit positions.

Section 3 New Units

If the Union attains certification as the exclusive collective bargaining representative for any ATF unit of employees not covered by this Agreement, then the provisions of this Agreement will automatically extend to and apply to such unit of employees until such time as this Agreement expires or terminates pursuant to its terms.

ARTICLE 2 PRECEDENCE OF LAWS AND REGULATIONS

Section 1 Laws, Regulations and ATF Directives/Orders

A. In the administration of all matters covered by this Agreement, all management officials and employees are governed by existing and future laws as well as Government-wide and Treasury Department rules and regulations in effect upon the effective date of the Agreement.

B. Should any conflict arise in the administration of this Agreement between the terms of this Agreement and any Government-wide rule or regulation, such as any Agency rule or regulation or the Treasury Personnel Manual, issued after the effective date of this Agreement, the terms of this Agreement will supersede and govern. However, any government-wide rule or regulation issued after the effective date of this Agreement which concerns or affects: (1) the exercise of a management right pursuant to 5 U.S.C. 7106 (a); or (2) a prohibited personnel practice pursuant to 5 U.S.C. 2302 shall supersede and govern.

C. The Parties agree that if the Employer implements any regulation, instruction or policy within the discretion of the Director that conflicts with this Agreement, the provisions of the Agreement shall control. In any conflict between the terms of this Agreement and any provision of the ATF Directives System, regardless of date of issuance, the terms of the Agreement will govern.

Section 2 Contract Severability

Invalidation of any provision of this Agreement shall have no effect on any other provision.

Section 3 Reopening Invalidated Articles

Invalidation of any portion of this Agreement will permit either party to reopen negotiations over the invalidated topic in accordance with Article 39, Mid-Term Bargaining.

ARTICLE 3 EMPLOYEE RIGHTS

Section 1 Participation in a Labor Organization

A. Employees covered by this Agreement shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided by Federal law and regulation, such rights include the right:

1. to act for a labor organization in the capacity of a representative and, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriated authorities; and
2. to engage in collective bargaining with respect to conditions of employment through the Union as provided by law and this Agreement.

B. Although management officials, confidential employees and supervisors are, as required by law, excluded from the bargaining unit, they may become dues paying members of the Union.

C. An employee may become or remain a member of a labor organization or pay money to the organization pursuant to a voluntary written authorization for the payment of dues through payroll deductions. An employee may also make voluntary cash dues payments.

Section 2 Retaliation

Employees shall be free from coercion, restraint, discipline or discrimination in the exercise of any rights granted by this Agreement, including their right to initiate grievances in good faith, to designate a representative and provide information concerning any matter for which remedial relief is sought under this Agreement.

Section 3 Employee Privacy

Any discussions with employees concerning counseling, evaluations, workload review, or disciplinary actions will be conducted so as to ensure the reasonable privacy of the employee.

Section 4 Changes in Policies

Present and future personnel policies and practices, the implementation of which is changed by the Employer, will reflect progressive work practices to facilitate improved performance and efficiency.

Section 5 Dignity

The Employer and the Union will recognize and respect each other's dignity and the dignity of all employees in the formation and the implementation of personnel policies and practices.

Section 6 Investigatory Interviews

A. An employee who is the subject of an investigation/examination, who reasonably believes that an interview may result in disciplinary action, may request that a representative from the Union be present during any interview. Such statutory language can be found in the Appendix C.

B. No employee will be required to answer any question of a manager, or other management representative in connection with an investigation/examination that could possibly lead to disciplinary, adverse or unacceptable performance action against an employee without first being afforded a reasonable opportunity to obtain representation, if the employee so requests.

C. When an employee, who is the subject of an investigation is interviewed by the Office of Inspection, the employee will be informed of the general nature of the matter, and whether it concerns criminal or administrative misconduct. If in cases involving solely

administrative misconduct, the employee refuses to respond to questions, the employee shall be advised of any legal requirement to respond.

D. Where the subject of the investigation is being interviewed regarding possible criminal misconduct, the employee shall be entitled to all rights and protections provided/afforded by law (e.g. Miranda and Kalkines warnings). See Appendices A and B.

E. When the person being interviewed is accompanied by a representative furnished by the Union, in both criminal and administrative cases, the role of the representative is to advise the employee and not to transform the interview into an adversarial contest. Generally, the role of the representative includes, but is not limited to the following:

1. to clarify the questions;
2. to clarify the answers;
3. to assist the employee in providing favorable or extenuating facts; and
4. to suggest other employees who have knowledge of relevant facts.

Section 7 Resignation

A. When an employee is faced with an Employer-initiated adverse action, the employee shall have the right to resign his or her position with the Employer. Such resignation may be made effective at any time prior to the effective date of the adverse action.

B. Any resignation shall not be secured by coercion.

C. An employee may withdraw a resignation at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and is received by the Employer prior to its having made a commitment to fill the position of the resigning employee.

Section 8 Official Time for Grievance Related Matters

A. A directly affected employee will be granted travel and per diem, reasonable official time to travel, and official time to participate in the following activities:

1. attending grievance meetings where the employee is the grievant;
2. attending arbitration hearings where the employee is the grievant.
3. attending meetings for the purpose of presenting an oral reply to a proposed notice of disciplinary action, adverse action, unacceptable performance action, or step increase reconsideration, where held;
4. attending statutory or regulatory appeals, including appeals before the Merit Systems Protection Board (MSPB), where the employee is still on the rolls of the Employer;
5. attending an examination by a representative of the agency in connection with an investigation, which may lead to disciplinary action.

B. An employee will be considered to be on official time when:

1. discussing with a Steward, Chief Steward, Chapter President or a National Representative of the Union using time under Article 6, matters for which remedial relief may be sought under terms of the Agreement;
2. preparing responses to those actions set forth in Section 8A, 1-5 above.

Section 9 Employee/Union Meetings

A. If an employee wishes to meet with the Union, the employee will request permission from his/her supervisor. Such request will normally be granted, if workload permits. If the request is denied, the supervisor and the employee will endeavor to reach a mutually agreeable time for the meeting and management will provide a written explanation describing why the employee could not be released.

B. It is the employee's responsibility to make arrangements for such meetings with the supervisor as far in advance as possible. However, if the meeting must be held on short notice, and the supervisor is not at the worksite and is not expected to return, or cannot be reached within a reasonable amount of time, the employee should seek permission from any individual designated to act on behalf of the supervisor for such matters. If no such person has been designated, the employee should seek permission from the next higher level supervisor.

Section 10 Equal Employment Opportunity

A. The Parties shall adhere to all Federal laws and Department of Treasury policies with respect to equal employment opportunity and will not discriminate for or against any employee on the basis of any classification protected by those laws and policies.

B. Reasonable accommodation shall be provided to qualified handicapped employees under the provisions of the Rehabilitation Act and case law interpreting the Act, and other appropriate laws, (e.g., Americans with Disabilities Act) and regulations.

C. Any complaint with regard to the application of these laws must be pursued using the statutory appeal procedures, and is exempt from the negotiated grievance procedure.

Section 11 Prohibited Personnel Practices

A. The Parties hereby incorporate by reference the provisions of 5 U.S.C. 2302 which sets forth various prohibited personnel practices.

B. Should a grievance arise under this section, reference should be made to the various judicial and administrative decisions interpreting 5 U.S.C. 2302 for guidance.

ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES

Section 1 Exclusivity of Representation

The National Treasury Employees Union has been accorded recognition as the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the bargaining unit it represents without discrimination and without regard to labor organization membership, in matters covered only by this Agreement.

Section 2 Formal Discussions

A. An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy, practices or other general condition of employment. The Employer must acknowledge the NTEU representative at the beginning of all said meetings. The NTEU representative is entitled to ask questions and make a brief statement regarding the NTEU position on the issue and, at the conclusion of the meeting, to meet with bargaining unit employees for a reasonable period of time (up to one hour).

B. The Employer agrees to provide the Union with reasonable advance notice of all formal discussions. The Parties agree that notice to the Union of a formal discussion will be sufficient if provided to either the Chief Steward or Chapter President.

ARTICLE 5 EMPLOYER RIGHTS

Section 1 Management Rights

In accordance with 5 USC 7106 the Employer retains the authority:

- A. Determine the mission, budget, organization, number of employees, and internal security practices of the Bureau; and
- B. In accordance with applicable laws:
 - 1. hire, assign, direct, layoff, and retain employees in the Bureau, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such employees;
 - 2. assign work, make determinations with respect to contracting out, and determine the personnel by which the Bureau's operations shall be conducted;
 - 3. make selections for appointments to fill positions from:
 - a. properly ranked and certified candidates for promotion; or
 - b. any other appropriate source; and
 - 4. take whatever actions might be necessary to carry out the missions of the Bureau during emergencies.

Section 2 Limitation by Contract

In addition to the rights set forth in Section 1 above, the Employer, in accordance with applicable laws and regulations retains all other rights, except as may be specifically modified by this Agreement.

ARTICLE 6 UNION STEWARDS

Section 1 Definitions

A. **Official Time** is duty time used by officers of the Union for representational purposes.

1. **Bank Time** is the amount of official time allotted under the terms of the contract for officers of the Union to represent employees under the contract.

2. **Reasonable Time** is that amount of official time necessary to accomplish various representation functions of the officers of the Union that is not subject to the bank.

B. **Steward:** Unless otherwise expressly stated, whenever the term steward is used in this Article, it shall include, Chief Stewards, Chapter Presidents, and individuals authorized pursuant to Section 2 below, whereby temporary stewards can be designated by the Union. The Union may designate one (1) Chief Steward per Chapter, and when applicable, one (1) additional steward for each office location of five (5) or more employees. The union may also designate an additional steward for every twenty-five (25) employees. For example, an office of 5-25 employees = 1 steward. An office of 26-50 employees = 2 stewards.

Section 2 Seeking Union Assistance

When seeking assistance from a Union steward under the terms of this Agreement, employees shall seek such assistance from the steward designated for the employee's representational area. When that steward is not available, the employee shall seek assistance from the Chief Steward or President in the same Chapter. The employee will be granted a reasonable amount of official time for discussions with the Union representative who is utilizing official time under the terms of the contract.

Section 3 Non-Interference by Management

The Employer will not restrain, interfere, coerce or discriminate against employees who exercise their right

to designate a Union steward to represent to the Employer any matter of concern over the interpretation or application of this Agreement.

Section 4 Bank Time

A. Annually, each chapter shall receive a bank of official time equal in hours to the total of the number of bargaining unit employees multiplied by four(4). While not required, the parties agree to a goal of sharing employee representation responsibilities equitably among the designated union representatives.

B. A Steward, Chief Steward, or Chapter President may utilize official time from the Union Bank in order to:

1. confer with an official, employee, National Staff Representative or with each other with respect to any matter for which remedial relief may be sought pursuant to the terms of this Agreement;
2. prepare grievances;
3. interview witnesses;
4. review documents;
5. prepare a written reply to a notice of proposed disciplinary action, adverse action, or unacceptable performance action;
6. prepare for arbitration;
7. prepare a reconsideration statement in connection with a denied step increase;
8. participate in an Authority investigation or hearing preparation as the ATF Union representative;
9. travel to and from meetings for which the steward receives bank time, when travel is necessary;

10. up to four (4) hours of preparation time for the union representative involved in local midterm negotiations and up to two (2) hours of preparation time for a union representative participating in labor/management relations meetings.

C. The following are not subject to the time limitations of the "bank" of official time:

1. Partnership Council meetings and other meetings determined to be a part of Partnership Council activities
2. Negotiations
3. Formal meetings between the Union and Management
4. Presenting grievances or 3rd party reply meetings
5. Other meetings with Management in the administration of this agreement and representation of employees
6. At examinations of an employee in connection with an investigation (Weingarten Rights)
7. Employer/Union meetings (Article 38)
8. Meeting with Management on training

D. Union officials authorized official time to attend any of the above, will also receive a reasonable amount of official time to travel to any of these meetings.

Section 5 Reasonable Time for Representational Duties

A. At the Union's option, one of the following Union officials, i.e., Steward, Chief Steward, or Chapter President will receive reasonable official time to be present at discussions with the Employer concerning

conditions of employment related to employees of the unit. Such discussions are limited to:

1. meetings to discuss or present ULP's or unit clarification petitions;
2. oral replies to notices of proposed disciplinary, adverse, or unacceptable performance action;
3. meetings to present appeals in connection with statutory or regulatory appeal procedures for which the Union is the designated representative;
4. meetings for the purpose of presenting reconsideration replies in connection with the denial of a step increase;
5. any examination of an employee in the unit by a representative of the agency in connection with an investigation (Weingarten Rights) if:
 - (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (ii) the employee requests representation;
6. grievance meetings or formal discussions;
7. attendance at safety meetings or space discussions.

B. A Steward, Chief Steward, or Chapter President will receive a reasonable amount of official time to prepare an adverse action appeal to MSPB, a formal EEO complaint, an appeal of an unacceptable performance decision by MSPB, and for other statutory appeal matters not processed through the grievance procedure.

Section 6 Notification Procedures to Employer

A. A Steward, Chief Steward, or Chapter President will inform his/her supervisor of the approximate time

he/she will be away from the work area, the reason for the time and where he/she will be. Reasons for denial of official time and when official time can be used will be in writing if requested by the representative.

B. A Steward, Chief Steward, or Chapter President who enters a work area for representation purposes will inform the supervisor in that work area.

C. When a Steward, Chief Steward, or Chapter President, or employee has completed the use of official time he/she will advise the supervisor of the amount of official time used under this Article.

D. Union representatives shall not conduct internal Union business on official time.

E. If using the government telephone for representational purposes for more than a brief period (e.g., five minutes), the Union representative must notify his/her supervisor.

Section 7 Training

During each year of this Agreement up to 32 hours of official time will be granted to each of three (3) representatives from each of the designated Chapters for travel and attendance at Union sponsored training. This training will not cover matters commonly referred to as "internal union business." The employee will be released, workload permitting. If a request is denied due to work requirements, the Employer will explain the reasons in writing.

Section 8 Expenses Provided

A. The Employer agrees to pay one-half the necessary travel and per diem expenses for an ATF union representative to attend the following activities:

- 1) grievance meetings with the Employer
- 2) meetings with the Employer for the purpose of presenting a reply to a notice of proposed

disciplinary, adverse or performance-based actions.

3) to attend arbitration hearings as the designated representative of the employee.

4) midterm negotiations with the Employer.

5) formal discussion with the Employer when there is no local representative.

6) to review documents which cannot be provided at the site.

7) to interview witnesses in preparation for a grievance meeting or an arbitration hearing.

B. The Union shall make every effort to utilize the services of its representatives closest to the meeting site.

Section 9 Notifications and Lists to Employer

A. The Union will provide to the Employee and Labor Relations Team a roster of the names of each Chapter President, Chief Steward, and designated stewards, within 30 days of the effective date of this Agreement and annually thereafter. The Union will provide written notice of any changes in representation at least 48 hours prior to the effective date of the change. If this would result in denying employees representation, the notice shall be given at any time prior to the representational activity. Nothing in this section would preclude an NTEU national representative from representing the Union or an employee.

B. The Union will annually provide a list of all officers to the Employer.

C. Each chapter shall submit a monthly report to the Employee and Labor Relations Team with the total chapter official hours used by category. The breakdown of official time will include bank and reasonable time in each category:

1. Partnership Council activities
2. Negotiations
3. Dispute resolution, e.g.; grievances, arbitration, discussions about potential grievances, reconsiderations, etc.
4. General relationship, e.g., presentations to new employees, discussions with employees about general working conditions, etc.

ARTICLE 7 EVALUATIONS OF PERFORMANCE

Section 1 Definitions

The terms used in this article are defined as follows:

1. **Appraisal** is a comparison, under the system set forth in this article, of an employee's performance of duties and responsibilities with performance standards.
2. **Appraisal Period** is normally a one (1) year period, but may vary as a consequence of reassignment, promotion or change to lower grade. However, the appraisal period will be no less than 90 days. The appraisal period normally begins 45 days before the anniversary date of either the last within-grade increase or promotion/change to lower grade and ends one year later.
3. **Critical Element** is a component of an employee's job that is of sufficient importance that performance below the established performance standard for fully successful requires remedial action and denial of a within-grade increase, and may be the basis for removing or reducing the grade level of that employee. Such action may be taken without regard to performance on other components of the job.
4. **Employee** refers to a person employed by the Bureau of Alcohol, Tobacco and Firearms who occupies a bargaining unit position.
5. **Performance** is an employee's accomplishment of assigned duties and responsibilities.
6. **Performance Standards** are the expressed measure of achievement established by management for the duties and responsibilities of a position or group of positions. Performance standards may include, but are not

limited to, elements such as quality, quantity, and timeliness.

7. **Progress Review** is a one-on-one mid-cycle review of performance and expectations to determine how well the employee is meeting his/her critical elements and performance standards. It is not a formal performance review for purposes of rating and should not be confused with ratings of record. Its completion must be documented as a required procedural component of the annual evaluation process. However, it is considered a counseling session and is not grievable.

8. **Standardized Position** is any position where the types of duties performed and/or expected to be performed in the future are similar for various positions existing throughout the Bureau.

9. **Supervisor**, as it is used in this Article, is any employee who assigns work and/or is responsible for reviewing the work of one or more employees, including program managers and coordinators, work leaders, etc. (Although some "supervisors" under this definition may not actually be immediate supervisors under OPM classification guidelines, and will not be the official supervisor who develops critical elements or signs an employee's performance appraisal, they will be responsible for providing feedback and input to the appraisals of employees to whom they assign work.)

10. **Unacceptable Performance** is performance by an employee which fails to meet the performance standards in one or more of the critical job elements of such employee's position.

Section 2 Developing Elements and Standards

A. The Employer has determined that in identifying critical elements, it will take into consideration such factors including, but not limited to, whether or not the element is:

1. a regular, recurring part of the job;
2. directly related to mission accomplishment;
3. a primary responsibility of the employee;
4. one that accounts for a significant amount of the employee's time on the job;
5. performance that is related to a statutory or regulatory requirement;
6. important to successful performance for some other reason.

B. The Employer has determined that, to the maximum extent feasible, it will develop performance standards including, but not limited to:

1. standards that will permit the accurate evaluation of job performance based on objective criteria related to the job for each employee or position, including:
 - a. quantity, quality, timeliness, costs, accuracy and/or expected results;
 - b. position descriptions;
 - c. Bureau Orders setting forth operating instructions and pertinent regulations;
2. standards that will permit the accurate evaluation of job performance and may be characterized as objective, realistic and reasonable;
3. standards that are written in clear and simple language;
4. standards that are attainable and can be exceeded;
5. standards that reflect at least 3 levels for each critical element;

6. standards that reflect adequate performance to produce required results.

Section 3 Finalizing Elements and Standards

A. Prior to finalization of critical elements and performance standards, copies of the performance standards and critical elements developed in Section 2 above will be sent to the NTEU National Office.

B. Copies of the proposed critical elements and performance standards will be sent to affected employees for comments. A notice of the right to request a meeting to explain the language in the new elements and standards will be attached. Employees will be reminded that they have a right to submit written comments on the proposed critical elements and performance standards. (Upon request, a group meeting will be held to answer all relevant questions posed by the employees in the work group.) Supervisors of work groups composed of field employees may opt to have individual, rather than group meetings. Employees will be granted two (2) hours of administrative time to prepare written comments. Employees shall submit their comments to their supervisors within fifteen (15) days of the meeting.

C. Supervisors shall submit employee comments, along with their own comments, on positions under their supervision, to the Employee and Labor Relations Team, Headquarters.

D. Management officials will review comments submitted under B and C above and provide notice to the National Office of NTEU of the final performance standards and critical elements, along with copies of employee comments. Such notice shall be provided consistent with the requirement of Article 39, Mid-Term Bargaining.

E. NTEU may request a meeting to be held within five (5) days of their receipt of the material in D above with the Employee and Labor Relations Team to voice their concerns, if any, on behalf of the employees.

Section 4 Issuance of Performance Plan

A. The Employer, at least once a year, must provide each employee with an appraisal of their performance on ATF Form 2410.31, Comparison Appraisal of Employee Performance, and ATF Form 2430.4, Comparison of Employee Performance-Continuation Sheet. Performance appraisals shall be used periodically to provide employees with information on their performance and how it may be improved.

1. Each supervisor will hold an annual discussion with his/her employees. At this meeting the employee will be provided with a written copy of the approved performance standards and critical elements by his/her supervisor. The supervisor will explain how the employee is expected to perform in order to achieve rating levels; Unacceptable, Fully Successful and Outstanding. This discussion should occur at the same time that the supervisor and the employee meet to discuss the rating for the prior evaluation period (see Section 9D, below). Supervisors will have employees sign a copy of the performance standards and critical elements prior to holding an employee responsible for performing under them.

B. Succeeding annual appraisals shall be due on the date established in Section 8 of this article.

C. Any changes in a supervisor's performance expectations (including those established by a new supervisor) must be communicated to the employee prior to the employee's being held accountable for the new responsibilities. Substantive changes to critical elements or performance standards must be communicated pursuant to the requirements of Section 3, above.

D. The employee will be provided performance standards and critical elements within thirty (30) days upon entering a new position.

E. A new supervisor will communicate performance expectations as soon as possible, normally within thirty (30) days.

F. The employee will be provided a revised set of performance standards and critical elements within thirty (30) days if changes occur.

Section 5 Progress Review

A. Progress reviews are supervisory reviews of an employee's progress towards achieving the performance standards and can serve as a valuable communication tool to be used by both the employee and the supervisor. On-going communication between the manager and employee is encouraged, in order to monitor and improve performance. Employees are encouraged to actively participate in this process by asking questions relating to their performance. Progress reviews may include a discussion of ways employees may enhance their performance.

B. By approximately the mid-point in the appraisal period, the rating official will schedule a meeting with the employee for the purpose of discussing the employee's performance. At a minimum, the employee shall be informed of his or her level of performance by comparison with the performance plan. The employee shall have the opportunity to respond to the mid-year review in writing. A progress review, in and of itself, is not a rating.

C. The progress review will be documented via memorandum. In addition, the evaluating supervisor and the employee will sign and date the ATF Form 2430.4 (Appraisal Form) indicating that the progress review has taken place. The employee will be given copies of the memorandum and the ATF Form 2430.4

Section 6 Performance Feedback and Counseling

A. Performance monitoring is an on-going process. Therefore, the Employer will provide feedback to employees regarding their overall performance on a regular basis.

B. Performance-related documentation prepared or used by the rating official for performance management purposes should be shared with the employee in a timely

manner. This includes documentation related to strengths, areas needing improvement, and/or training or experience that would make the employee more valuable to the organization. This documentation will be provided to the employee as soon as possible. The employee will be provided the opportunity to respond orally or in writing to any information included in such documentation.

C. Counseling will normally take place when a manager notices a decrease in performance. Special emphasis should be given to those cases when an employee's performance indicates a decrease in overall rating. Supervisors will make a concerted effort to apprise an employee of his/her failure to meet the standards and critical elements previously set for him/her. Supervisors will document discussions with employees about their failure to meet performance standards and critical elements.

D. Counseling sessions may consist of the following:

1. Identification of performance standards which are not being achieved.
2. Identification of training and/or developmental activities which would assist the employee in attaining a fully successful level of performance.

Section 7 Opportunity to Improve Performance

Prior to issuing a notice of proposed action based on unacceptable performance the Employer will meet with the employee, fully discuss the performance problems, and provide him/her the following, in writing:

- A. Identification of the critical elements and performance standards for which the performance is unacceptable;
- B. advice as to what the employee must do to bring the performance above the unacceptable level;

C. notification that the employee will be afforded a reasonable period of time (specified in calendar days) in which to bring performance above the unacceptable level;

D. identification of training and/or developmental activities which would assist the employee in attaining performance above the unacceptable performance level, and a description of what the Employer will do to assist the employee to improve the unacceptable performance during the opportunity period.

Section 8 Appraisal Period

The appraisal period ends forty-five (45) days prior to the effective date of an employee's within grade increase or the relevant anniversary date. Therefore, the annual performance appraisal shall be issued within the forty-five (45) day period between the end of the appraisal period and the effective date of the within-grade increase, regardless of whether a within-grade increase is actually due that year.

Section 9 Assessing Performance

A. Appraisals will be made in a fair, objective manner and will reflect actual performance against established written standards, without any predetermined distribution of expected levels of performance. Consideration should be given to the priorities of work assignments, unforeseen obstacles, significant changes in the work and workload, other job-related factors, and mitigating circumstances.

B. Only time spent performing work related to an employee's elements and standards will be considered in evaluating performance. Authorized time spent away from an employee's normal job responsibilities will not be considered as a negative factor when evaluating an employee's performance (e.g. EEO Counselors and NTEU representatives). Any production or quantity-based standards will be reduced in proportion to the amount of time spent away from normal job responsibilities. If any employee is performing such authorized activities, collateral duties, or NTEU representational functions

that result in interruptions of normal work, such factors will be taken into account when evaluating the employee.

C. Appraisals must contain a written narrative, as well as a rating for all critical elements. The supervisor will develop a narrative. The narrative will be a general summary of the employee's accomplishments during the appraisal period that accurately reflect the employee's performance in relation to the elements and standards.

D. Before the supervisor prepares the evaluation, the employee shall be provided the opportunity to submit a report of their accomplishments, or other input, which will be considered by the supervisor during development of the evaluation.

E. The supervisor will discuss the draft performance appraisal with the employee and will give the employee an opportunity to present information. The supervisor will take the information into consideration prior to finalizing the appraisal and sending it to the next level supervisor.

F. The Employer, in appraising employees on ATF 2430.3 and 2430.4 has determined as follows:

1. *Level 5* is performance of the highest quality. For example, an *Outstanding* performer produces an exceptional quality or quantity of work with very little supervision. Where appropriate, work is completed significantly ahead of established schedules or deadlines. A rating of "O" means that the actual performance meets the level of outstanding performance specified for that job element.

2. *Level 4* is performance of unusually good or excellent quality. For example, an *Exceeds Fully Successful* performer produces work of a very high quality or quantity of work with less than normal supervision, and where appropriate, work is completed ahead of established schedules or deadlines. A rating of "EFS" means that the actual performance exceeds the fully successful standard of performance in the

job element but does not meet the standard established for outstanding performance.

3. *Level 3* is performance, which is of good quality. The *Fully Successful* performer produces the expected quality and quantity of work with normal supervision and, when appropriate, meets deadlines or schedules for completion of work. A rating of "FS" means that the actual performance of the employee in all respects meets the level of performance required under the fully successful standard for the element.

4. *Level 2* is performance, which is not "unacceptable" but needs improvement to achieve the "fully successful" level. This may be evidenced by the need for close supervisory review, discussion, and correction of work products. When performance falls below "fully successful," it is necessary to take remedial action. If the employee receives a *Less Than Fully Successful* rating on any one critical element, any pending within-grade increase must be withheld and the overall rating must be "LFS". A rating of "LFS" means that the employee's actual performance does not meet the requirements of the fully successful standard but, similarly, does not constitute unacceptable performance as described in the elements.

5. *Level 1* is performance which is *Unacceptable* in one or more critical elements of the employee's position. When performance is unacceptable in any one critical element, corrective action must be taken consistent with established Bureau policy and procedures and an overall rating of "U" must be given. A rating of "U" means that the employee's actual performance is at or below the performance described in the unacceptable performance standard. Unacceptable performance shall be the basis for denial of a within-grade increase, and may be a basis for reassignment, demotion, or removal from the Bureau.

G. The Employer has determined that in appraising overall performance, the following criteria shall apply:

1. A rating of Less than Fully Successful (LFS-Level 2) in any one critical element automatically results in an overall LFS rating, provided there is no Unacceptable rating; and a rating of Unacceptable (U-Level 1) in any one critical element automatically results in an overall Unacceptable rating.

2. The supervisor will assign the following numerical score to each rating.

Level 5 (O) - 1
Level 4 (EFS) - 2
Level 3 (FS) - 3
Level 2 (LFS) not averaged
Level 1 (U) not averaged. If the employee has no Level 1 (U) or Level 2 (LFS) ratings, the supervisor will total the points assigned for each critical element to derive the average number of points overall. The supervisor will then refer to the following table to determine the overall rating:

<i>Average Points for Level 3-5 Ratings</i>		<i>Overall Rating</i>
1.00-1.50		Outstanding
1.51-2.50		Exceeds Fully Successful
2.51-3.00		Fully Successful

Section 10 Role of the Second Level Supervisor

A. The Employer has determined that prior to issuing the annual performance appraisal to the employee, the immediate supervisor will forward the performance appraisal form to the next higher level supervisor for review and approval.

B. The appraisal must have the appraisal narrative and assigned ratings completed when it is forwarded to the second level supervisor. The second level supervisor must approve the ratings before the appraisal can be issued to an employee. Ratings may not be revealed to an

employee prior to approval by the next higher level supervisor.

Section 11 Communicating the Annual Appraisal to the Employee

The Employer has determined that once the performance appraisal has been approved by the next higher level supervisor and signed off by both supervisory levels, the immediate supervisor will give the performance appraisal to the employee and discuss the employee's achievements and/or deficiencies. The employee will sign and date the appraisal form, which only indicates that the appraisal has been communicated to the employee and does not necessarily indicate agreement with the appraisal. A copy of the signed appraisal will be given to the employee. Upon request, the second level supervisor or his/her designee, will discuss the appraisal with the employee. Such discussions may take place over the phone.

Section 12 Use of Ratings

A. Performance appraisals with an overall rating of Fully Successful (FS), Exceeds Fully Successful (EFS), or Outstanding (O) will be used as a consideration in decisions to provide training, grant awards, promotions, within-grade increases, and to retain employees impacted by a reduction-in-force.

B. Performance appraisals with an overall rating of Less than Fully Successful (LFS) will be use as a basis for decisions to provide training, deny within-grade increases or reassign. (See Article 8, Acceptable Level of Competence Determinations).

C. Performance appraisals with an overall rating of Unacceptable (U) will also be used as a basis for decisions to deny within-grade increases (See Article 8) or may be used as a basis to reduce in grade or remove an employee (See Article 33, Unacceptable Performance Actions).

Section 13 Grieving the Application of Elements and Standards

A. In accordance with this Agreement, grievances under this Article include the right to grieve a performance appraisal; that is, the right to grieve the application of critical elements and performance standards. Progress Reviews are not performance appraisals and, as such, are not grievable.

B. If an employee is dissatisfied with the performance appraisal, the employee may grieve the appraisal within twenty-one (21) days of receipt. Except as indicated in C below, any appraisal not grieved within the specified time limits shall not be the subject of further review.

C. Where the grievance has already been filed under B above and a final decision has been rendered, (including the results of any appeals which may have been filed in connection with the decision) the parties to any further grievances or appeals agree to accept that decision and will so stipulate for the record.

D. Grievances will be filed under the terms and conditions of Article 34.

Section 14 Interim Appraisal

The Employer has determined that if the immediate supervisor is an acting supervisor or a supervisor who has not been supervising the employee for at least ninety (90) days, the appraisal will be made by the next higher level supervisor. This appraisal may contain input from any current or previous supervisor the employee may have had during the appraisal period. Employees in new positions will receive feedback on their performance, ninety (90) days after entering their position, regardless of the effective date of their performance appraisal and in addition to any other progress reviews that they may receive.

Section 15 Details

The Employer has determined that the following provisions will apply to employees on detail:

1. When an employee has been on detail for less than three (3) months at the time a performance appraisal due date occurs, the employee's regular supervisor will prepare the official performance appraisal.
2. When an employee is detailed or temporarily promoted to a position that is expected to last one hundred and twenty (120) days or longer, the employee will be provided a revised set of performance standards and critical elements within thirty (30) days. When the employee has been on detail for more than three (3) months, the supervisor controlling the detailed employee's activities will prepare a written statement at the time of the performance appraisal due date and state whether the employee's work performance is or is not fully successful. The written statement will be forwarded to the regular supervisor, who will endorse or supplement the statement and issue the appraisal.
3. When the employee has been on detail for the entire appraisal period, the written performance appraisal of the supervisor controlling the activities of the detailed employee establishes the performance appraisal. This appraisal is used by the regular supervisor to certify that the employee has been rated for the specific appraisal period.
4. Where it is known that the detail is for *more than 120 days*, the supervisor of the position to which an employee is detailed will verify whether standards of performance and critical elements have been established for the position to which detailed. If standards and critical elements exist for either the position to which detailed or for identical positions within the Bureau, those will be applied in evaluating the detailee's performance. The supervisor will initially explain the standards of performance and critical elements of the position to the detailee. In situations involving details to positions for which no standards of performance or

critical elements exist, the supervisor evaluating the employee will explain the skills and duties required by the job, as if they were formalized elements and standards. The supervisor will identify the actions required to attain the Fully Successful, Exceeds Fully Successful, and Outstanding ratings.

ARTICLE 8 ACCEPTABLE LEVEL OF COMPETENCE DETERMINATIONS

Section 1 Policy

A. Acceptable level of competence determinations are made for the purpose of determining whether an otherwise eligible employee is entitled to a within-grade increase. Such determinations shall be based on the overall performance of the employee during the rating period.

B. A within-grade increase will be granted to an employee when he or she satisfies the time in grade service requirement and when the Employer has determined that the employee's overall performance is at an acceptable level of competence (i.e. the employee's performance is fully successful or higher). A within-grade increase will not be granted to an employee whose performance is less than fully successful or unacceptable in any one critical element.

Section 2 Denial Procedures

A. Where an evaluation leads to a proposed denial of a within-grade increase, the Employer will provide the employee with advance written notice. This notice will be given at least thirty (30) days before the employee is eligible for a within-grade increase. However, this notice may be given at any time during the rating cycle and the written notice may be provided to the employee in a variety of formats, to include counseling letters etc., and the notice(s) shall advise the employee of the following:

1. An explanation of those aspects of performance in which the employee's services fall below the fully successful level;
2. Advice as to what the employee must do to bring his/her performance up to the fully successful level;

3. A statement that his/her performance may be determined as being below the fully successful level for purposes of the within-grade increase, unless improvement is shown;

4. A statement that his/her performance during the remainder of the waiting period will be an important factor and will be considered in conjunction with his/her performance during the entire waiting period.

B. The employee will be notified in writing of the Employer's determination. If the employee's performance is fully successful, the determination should be made as soon as possible and the warning notice specified in section (2)(A) will be canceled. If the employee's performance is not at an acceptable level of competence, the Employer will notify the employee in writing at the end of the waiting period that the within-grade increase will be withheld.

C. A negative determination letter as provided for in section 2(B) will:

1. include reasons for the action and the respects in which the employee must improve performance in order to be granted a within-grade increase;
2. inform the employee of his/her right to request administrative reconsideration in writing within fifteen (15) calendar days of the receipt of the negative determination;
3. inform the employee as to whom the request for reconsideration should be made; and
4. provide a statement that if the within-grade increase has been denied, action may be taken to effect his/her removal, demotion or reassignment. This does not preclude the Employer from initiating such action prior to the end of this additional period.

D. An employee or an employee's personal representative may request reconsideration of a negative determination by filing, within the specified time limits

in section 2(C), a written response to the negative determination setting forth the reasons why the employer shall reconsider the determination.

E. The time limits to request a reconsideration may be extended when the employee shows he/she was not notified of the time limit and was not otherwise aware of it, or the employee was prevented by circumstances beyond his/her control from requesting reconsideration within the time limit. A failure to receive an extension shall be appealable or grievable as it relates to the requirements for providing a reasonable time for reply.

F. An employee in a duty status shall be granted a reasonable amount of official time to review the material relied upon to support the negative determination and to prepare a response to the determination.

G. The Employer shall provide the employee with a prompt written final decision. When a negative determination is sustained after reconsideration, an employee shall be informed in writing of the reasons for the decision and of his/her right to submit the decision, with the consent of the Union, to binding arbitration.

H. Once a within-grade increase is denied, the employee will receive the increase upon demonstrating a sustained ability to perform at the acceptable level.

Section 3 Effective Dates

A. When an employee's work is determined to be of an acceptable level of competence in accordance with the requirements of this Article, the effective date of the within-grade increase will be the first day of the first pay period following completion of the waiting period.

B. If an unacceptable level of competence determination is changed upon reconsideration or appeal, the effective date for the within-grade increase is the date on which it would have been due.

C. When an acceptable level of competence determination is not made on a timely basis through administrative error, oversight or delay, the determination shall be made based upon the employee's

performance during the period that would have been covered had the determination been made in a timely manner. The effective date for the within-grade increase is the date on which it would have been due.

Section 4 Reinstating the Within-Grade Increase

A. After a within-grade increase has been withheld the Employer may grant the within-grade increase at any time after he/she determines that the employee has demonstrated sustained performance at an acceptable level of competence.

B. After withholding a within-grade increase, the Employer shall determine whether the employee's performance is at an acceptable level of competence after no more than fifty-two (52) weeks following the original due date for the within-grade increase.

ARTICLE 9 MERIT PROMOTION AND LATERAL REASSIGNMENT OPPORTUNITIES

Section 1 General

A. It is the purpose of this Article to provide a systematic and equitable procedure for filling positions through competitive procedures based upon merit principles. It is the intent of the Federal promotion policy that employees compete through an established procedure for those position changes that will enhance their career prospects. The Parties agree that the selection and advancement of employees should be determined solely on the basis of relative ability, knowledge, and skills after fair and open competition that assures that all receive equal opportunity.

B. This Article establishes procedures for competitive promotion and lateral reassignment opportunities for all career and career-conditional employees to positions within the bargaining unit as defined within this Agreement.

Section 2 Procedures

A. The terms of this Article will apply to the following placement actions:

1. Filling of a position by promotion.
2. Filling by reassignment to or demotion to a position with a higher-graded full performance level than the candidate's last position, except as permitted by reduction-in-force regulations.
3. Filling a position by transfer to or reinstatement to a higher-graded full performance level than the candidate's last position, except as permitted by reduction-in-force regulations.
4. Selection for a training program when such a program is a criterion for promotion or

reassignment to a position with known promotion potential.

5. Filling a position by temporary promotion for more than ninety (90) days.

6. Filling a bargaining unit position with a non-unit employee except as provided in 2(B) below.

B. The terms of this Article will not apply to the filling of bargaining unit vacancies by demotion or reinstatement, except as set forth in A above. They will also not apply to:

1. promotions to positions which have been upgraded without significant change in duties and responsibilities on the basis of either the issuance of a new classification standard or the correction of a classification error;

2. re-promotion to grades or positions from which an employee was demoted within the Bureau without personal cause, that is, without misconduct or inefficiency on the part of the employee and not at his/her request;

3. promotion of occupants of career ladder positions to the full performance level; and

4. any other mandatory exceptions provided in regulation.

C. If permitted by the automated personnel system, on a yearly basis, the Employer will provide the NTEU National Office with a breakdown of in-house employees who have been promoted, reassigned or changed to a lower grade, within that year, to a bargaining unit position. The report will be identified by location, series and grade.

Section 3 Vacancy Announcements

A. Vacancy announcements will be posted and remain open for a minimum of fifteen (15) workdays. Each vacancy announcement will initially be broadcast to all

employees and will remain posted on the ATF intranet for the life of the announcement.

B. Vacancy announcements will, at a minimum, contain:

1. announcement number;
2. opening date;
3. title, series, and grade of the position;
4. geographic and office location of the position;
5. brief summary of the duties of the position, together with an indication of where additional information may be obtained.
6. minimum qualifications required;
7. selective placement factors, if any;
8. evaluation methods to be used;
9. closing date;
10. statement of equal employment opportunity;
11. the following statement; "to be considered, applications must be received in the Bureau Personnel Office by the stated closing date of the announcement", and;
12. bargaining unit status.

C. Each vacancy will be announced separately. Multiple vacancies in the same series may be announced on the same announcement.

D. Employees applying for positions in response to specific posted vacancy announcements under this Article shall submit an OF-612, or resume and any additional information requested under the vacancy announcement.

E. Applicants must meet all qualifications and time-in-grade requirements by the closing date of the announcement in order to receive consideration.

F. If there is a change in any of the requisite knowledge, skills and abilities in a posted vacancy, the Bureau must post the vacancy again for at least the number of days required by the original posting.

G. An employee who applies for a position who is not found basically qualified, or who does not make the Best Qualified (BQ) list will be notified of that fact in writing within thirty (30) days of the date a selection is made.

H. If a vacancy announcement is canceled, the reason for the cancellation will be stated on the cancellation notice.

Section 4 Rating and Ranking Candidates

The Employer has determined that the following procedures will be used in the promotion program.

A. The Employer will appoint a ranking panel consisting of three voting members, all of who must be at or above the grade of the position to be filled.

B. The ranking panel's responsibility shall be to consider the appraisal; relevant experience, training and relevant incentive awards; and such other material submitted by the applicant.

C. All applicants will be treated uniformly to the greatest extent possible.

D. The employee's complete application, including OF-612 or resume and any other information required by the vacancy announcement, will be forwarded to the panel. No part of the application can be altered or changed in any manner by the panel.

E. Each panel member will rate each application and assign points in accordance with the pre-established criteria and the pre-established weights related to the position to be filled. The criteria will consist of the

knowledge skills and abilities set forth in the vacancy announcement.

F. The members of the panel will individually rate each candidate on the established criteria. Individual panel ratings shall remain a part of the promotion file. The total points assigned to a candidate by each panel member individually will be added and divided by the number of members on the panel, resulting in a final average score for each candidate. The final average score will determine the rank order of promotion candidates for the position to be filled.

G. Ranking panel ratings will be fair and objective.

Section 5 Best Qualified List

A. The Best Qualified (BQ) list will be the top three (3) candidates on the Highly Qualified list, and one additional name for each additional vacancy. Additional names will be certified if tied scores exist.

B. A promotion certificate will be prepared which will contain as a minimum:

1. names of all applicants found highly qualified in alphabetical order;
2. names of all applicants found best qualified in alphabetical order;
3. names of the ranking panel members or designated management official; and
4. name of the selecting official.

Section 6 Selecting Official

A. The selecting official will receive the promotion certificate, along with the evaluative material.

B. The selecting official reserves the right to contact applicants on the best qualified list and/or the

applicants' current or former supervisors or references to obtain information regarding the applicants' qualifications, character, and record of employment. Selecting officials will consider all best qualified candidates in a uniform, fair and objective manner.

C. The selecting official retains his/her rights in accordance with 5 CFR 335.103 (a)(4).

D. The reassignment eligibles list will go to the selecting official before or at the same time as the Best Qualified (BQ) list. The reassignment eligibles list may be sent to the selecting official separately.

Section 7 Promotion Certificate

A. The promotion certificate will be made part of the official promotion file.

B. After selection of a candidates(s) for a vacancy(s), the promotion certificate will be null and void.

C. The Employer will maintain a copy of all material used in the promotion action.

Section 8 Career Ladder Promotion

A. An employee occupying a career ladder position who is not yet at the full performance level will be provided reasonable advance notice about what is expected for advancing to the next level. All employees in career ladder positions will be promoted after one (1) year, or whatever lesser period may be applicable, and when the employee is capable of performing at the next level.

B. An employee's accumulation of earned annual or sick leave may not be considered by the selecting official as a basis for selection.

C. The fact that an employee is the subject of a conduct investigation will not prevent or delay his/her promotion that would otherwise be made, unless the Employer judges that such delay is necessary to protect the integrity of the Bureau.

Section 9 Demotions within One Year of Promotion

The Employer agrees to make reasonable efforts to assign an employee to his/her former or like position, when the employee, within the last year, was promoted and subsequently demoted for inability to perform at the higher level. The Employer retains the right to decide whether or not to fill a vacancy and will consider its legitimate mission-related needs in doing so.

Section 10 Promotion Date

An employee who is selected for promotion will have his/her promotion become effective no later than one (1) complete pay period following his/her selection. However, where the promotion involves a move by the employee, and there is a delay in reporting to the new location at the request of the employee and if the Employer grants the request, the employee will be promoted upon assuming the duties of the new position in the new location.

Section 11 Counseling for Non-Selectees

Any candidate designated best qualified who is not selected will receive a written explanation of the reason for non-selection. Upon request, the candidate will be entitled to counseling. The Employer has determined that the employee's immediate supervisor will normally conduct the counseling. An employee may, upon request, obtain additional counseling from the selecting official. Where deemed appropriate by the Employer such counseling may be conducted by telephone.

Section 12 Evaluative Material

A. An employee who has been involved in a competitive action governed by the terms of this Article (or the employee's Union representative designated by the employee in writing) may, upon request, obtain the score

assigned him/her as well as the scores on the highly qualified list.

- B. In processing grievances related to actions taken under the terms of this Article, the steward designated in writing to represent an employee will, upon request, be furnished the evaluative material generated or utilized by the ranking panel or selecting official in assessing the qualifications of the eligible candidates in regard to a grieved promotion action subject to the following criteria:
 - a. The aforementioned material will be provided to the grieving employee's steward subject to the Employer's legal responsibility and obligation to protect the privacy of the eligible candidate(s) involved in the promotion in question;
 - b. If the grievance is confined to 'Best Qualified' candidates, only the evaluative material of such candidates will be provided;
 - c. If the grievance involves 'Highly Qualified' candidates, only the evaluative material of all Highly Qualified and Best Qualified candidates will be provided; and
 - d. If the grievance involves questions of basic eligibility, evaluative material of all candidates will be provided.

Section 13 Priority Consideration

A. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is allowed to stand, the employee must be considered for the next appropriate vacancy to make up for the consideration he/she lost. He/she may be selected for promotion to this vacancy, in competition with others entitled to the same consideration, as an exception to competitive promotion procedures. An employee is entitled to only one consideration under this provision.

B. Priority consideration consists of a promotion certificate which contains an employee's name alone being sent to a selecting official before the official considers other applicants for a position. If more than one employee is entitled to priority consideration, the name of only those employees will be submitted on a single certificate to the selecting official for the next appropriate vacancy.

C. Where the Employer considers employees who have priority consideration pursuant to this Agreement and does not select that employee, or from among the priority consideration candidates, the Employer will put reasons for nonselection in writing and make them available to the employee.

ARTICLE 10 DETAILS

Section 1 General

The Parties recognize that details are necessary to meet the staffing needs of ATF and to provide training, experience and career development opportunities for employees. Likewise, special work assignments, including the completion of special projects, contribute to the accomplishment of mission related objectives and provide opportunities for professional growth and development.

Section 2 Definitions

A. A detail is the temporary assignment of an employee to a different position (including the same position at a different location) for a specified period with the employee returning to his/her regular duties at the end of the detail. Typically, the purpose of a detail is to fill-in for employees who are away from their assigned duties or to meet short-term workload needs (including special projects) or staffing imbalances.

B. Special assignments are for a specified period of time, but do not involve assignment to an established grade-specific position.

Section 3 Conditions

A. Detailing personnel to lower-graded positions is considered to be inconsistent with sound planning and management. However, the Employer may use such details under circumstances such as the following:

1. when a temporary personnel shortage of personnel exists;
2. where an exceptional volume of work suddenly develops and seriously interrupts the work schedule;

3. other business exigencies.

B. The Employer agrees that assigning personnel to lower-graded positions under the circumstances enumerated above, will not have a negative impact on the employee's annual performance appraisal.

Section 4 Pay for Details

A. The Employer agrees that a qualified employee who is assigned to a position with a higher grade for more than thirty (30) consecutive calendar days will be temporarily promoted to that position and receive the rate of pay for the position to which he or she is temporarily promoted retroactively effective on the day the detail began. Such temporary promotion will be granted provided the employee meets the minimum qualification standards of the position (e.g. time-in-grade requirements) and is performing the duties of the higher-graded position.

B. The Parties agree that when an employee is detailed to a higher graded position for thirty (30) consecutive calendar days or more, but he/she is not eligible for a temporary promotion, and the employee's performance is at an acceptable level of competence in a higher graded position, a special act or special achievement award may be recommended under this Section unless the employee has already received an award which would preclude it.

C. Details to higher graded positions of more than thirty (30) calendar days, where a temporary promotion cannot occur because an employee is not fully qualified, will be documented by an SF-52 in the employee's Official Personnel Folder. All special assignments expected to last longer than thirty (30) days shall be documented in writing.

Section 5 Selection Procedures

A. The following procedures will be used for selections for details or special assignments outside of the commuting area for more than ten (10) workdays and/or

assignments for more than thirty (30) calendar days inside the commuting area:

1. On a semi-annual basis, the Employer will send a "VOLUNTEER FOR DETAIL QUESTIONNAIRE" to all Industry Operations bargaining unit employees by the most expedient means possible (e.g. via e-mail, facsimile, and/or memorandum). This questionnaire/form shall be used to solicit employees' interest in details, as well as their availability, their current job title and time spent in that position, their area(s) of interest and any specific skills they may possess. The Employer agrees to fully inform managers and employees about the Volunteer for Detail program.
2. For each such detail assignment opportunity, the Employer shall first identify the relevant qualification criteria necessary for successful performance of the duties associated with a particular detail. The qualifications and availability of employees responding to the detail questionnaire will then be evaluated in relation to the qualification criteria for a particular detail.
3. From among a group of interested employees, who are essentially equally qualified, the Employer will select the most senior bargaining unit employee who is qualified and available to serve on a detail. The Parties recognize, however, that within a group of available employees that meet the qualifications required for the detail, there may be some employees who are clearly better qualified; in this case, selection will be made from among such candidates on the basis of seniority.
4. In order to fairly distribute detail assignment opportunities to all qualified employees, all selections for details will be made on a rotational basis, so that each employee who has previously served on a detail will then go to the bottom of the volunteer list, seniority notwithstanding.

B. The Employer will make every reasonable attempt to first use the volunteers solicited by the questionnaire described in Section A above to make personnel selections for detail and special assignments.

C. The Parties agree that there may be legitimate business related reasons for not using the volunteer lists described above for selecting volunteers for every detail and/or special assignment. There may also be situations when the volunteer list described above does not have a sufficient number of employees with the needed skills to appropriately staff the detail. Under such circumstances, the Employer shall use the following procedures to select employees for details and special assignments.

1. In accordance with the Employer's workload, staffing and mission requirements, the Employer will solicit volunteers from qualified bargaining unit employees for all details and special assignments within the appropriate Field Divisions and/or offices. However, supervisors are encouraged to go beyond Field Division/office boundaries in the solicitation for qualified volunteers for all details and special assignments.
2. For each such detail or special assignment opportunity, the Employer shall first identify the relevant qualifications criteria necessary for successful performance of the duties associated with that particular detail or special assignment. The Employer will also describe such details or special assignments with as much specificity as possible including the anticipated geographic location and anticipated duration of the detail or special assignment.
3. Employees willing to serve on such details or special assignments will file an expression of interest with the issuing Division or office. In addition, employees may specify both the locations and the period of time for which they are willing to consider assignments.
4. The qualifications and availability of employees responding to the detail solicitation will then be

evaluated in relation to the qualification criteria for the particular detail or special assignment.

5. In applying the qualification criteria, the Employer agrees to assign employees to details and special assignments in a fair and equitable manner, emphasizing maximum rotation among qualified employees. When application of these factors yields two or more candidates who are equally qualified, preference will be given to the employee with the most years of ATF service.
6. If there are an insufficient number of qualified volunteers, selection shall be on a rotational basis by inverse seniority from among equally qualified employees and in accordance with the procedures set forth in Article 27 of this Agreement.

Section 6 Competitive Details

Details of more than 90 days to bargaining unit positions, which enhance promotability, will be filled competitively or by the most senior qualified volunteer.

**ARTICLE 11 REASONABLE ACCOMODATION AND ASSIGNMENTS OF
ILL OR INJURED EMPLOYEES (Light Duty)**

Section 1 General

The Employer recognizes its responsibility to aid and assist employees who, through illness or injury, are temporarily unable to perform their regularly assigned duties and agrees to the following provisions and conditions for temporary reassignment or detail to work with less strenuous physical or mental demands.

Section 2 Employee Request for Temporary Assignment or Detail

Any employee recuperating from a serious illness or injury and temporarily unable to perform his/her assigned duties may voluntarily submit a written request to his/her immediate supervisor for temporary assignment or detail to work with less strenuous physical or mental demands, if such work is available. The request shall be supported by a medical certificate from a doctor on letterhead providing the employee's name, period of medical care, and a statement explaining that the employee should be reassigned because of medical reasons. Additionally, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a Public Health Service physician or a physician designated by the Employer, if that official so requests.

Section 3 Reassignment

A. Efforts shall be made to reassign or detail the employee concerned to a different duty assignment within his/her post of duty.

B. After efforts regarding Subsection A of this section are exhausted, consideration will be given to reassigning or detailing the employee concerned to a different post of duty.

Section 4 Office of Worker's Compensation Program (OWCP)

Employees injured on the job will be granted sick leave in accordance with the Federal Employees' Compensation Act.

Section 5 Assignment of Ill or Injured Employees (Light Duty)

The Employer recognizes its responsibility to aid and assist employees who, through illness or injury, are temporarily unable to perform their regularly assigned duties and agrees to the following provisions and conditions for temporary reassignment or detail to work with less strenuous physical or mental demands.

A. Request Procedure: Any employee recuperating from a serious illness or injury and temporarily unable to perform his/her assigned duties may voluntarily submit a written request to his/her immediate supervisor for temporary assignment or detail to work with less strenuous or mental demands, if such work is available. The request shall be supported by a medical statement from a licensed physician stating, when possible, the anticipated duration of the convalescence period. The employee agrees to submit to a further examination by a Public Health Service physician or a physician designated by the Employer if the Employer requests.

B. Reassignment: Efforts shall be made to reassign or detail the employee concerned to a different duty assignment within his/her post of duty. Consideration will be given to reassigning or detailing the employee concerned to a different post of duty if an appropriate reassignment cannot be identified at the employee's current post of duty.

ARTICLE 12 TRAINING

Section 1 Commitment to Training

The Employer and the Union agree that the training and development of unit employees is of significant importance. In conjunction with this goal, the Employer will, as funds permit, make available to all employees the training necessary for the performance of the employee's presently assigned duties or proposed assignment. The Employer agrees to encourage a plan of self-development.

Section 2 Lists of Resources

The Employer will maintain information and furnish counseling and guidance about suitable and available in-Bureau or Bureau sponsored educational resources. The Union, on its part, will encourage employees to take advantage of suitable self-development opportunities. The Employer will make available current listings of ATF correspondence courses to employees. Employees will have timely notice and access to all training opportunities, including "Out of Bureau" opportunities via the appropriate electronic medium, fax, e-mail, Broadcast E-mail, etc. Employees are encouraged to contact the Training and Professional Development Career Resource Center and other sources to learn about "Out of Bureau" training opportunities.

Section 3 Training for New Positions

When an employee is reassigned to a position as a result of his/her former position being eliminated, the Employer agrees to give training to enable the employee to perform the duties of the new position, if deemed necessary by the Employer.

Section 4 Lack of Training as Defense

An employee may raise lack of adequate training in an adverse, disciplinary or performance-based action.

However, the determination of what training is necessary in order to perform particular duties or assignments is a reserved management right and left to the sole discretion of the Employer.

Section 5 Reimbursable Training

Employees will be reimbursed for non-ATF training for all reasonable expenses when the following criteria are met:

1. training will increase the employee's present job performance;
2. training will increase future job performance for a position the employee has been selected to fill under the Merit Promotion Plan;
3. reasonable inquiry has failed to disclose suitable, adequate, and timely programs being offered by other Government agencies within the commuting area of the employee's residence or post of duty;
4. the course meets the need of the employee and the Bureau, as well as or better than other courses of its nature which are available;
5. the course is not being taken solely for the purpose of obtaining a degree;
6. comparable training is not available through Bureau-developed courses;
7. funds are available to pay for the training without deferring or canceling higher priority commitments.

Section 6 Training for Advancement

When training is given primarily to prepare employees for advancement, selection for the training will be made under the competitive promotion procedures

including those contained in this Agreement and 5 CFR § 335.103(c)(iii).

Section 7 Joint Meetings on Training

The Employer agrees that a representative of ATF and the local Chapter President or his/her designee will meet at mutually agreeable times twice during each calendar year for the purpose of discussing training needs such as the following:

- A. present training;
- B. suggestions for additional training;
- C. training needs as a result of reassignment, changes in law, and type of inspections assigned; and
- D. need for refresher training.

Any recommendations resulting from these meetings will be presented by the two (2) designees to the Union and the Employer at a regularly scheduled consultation meeting.

Section 8 Notification for Required Travel for Training

The Employer shall notify affected bargaining unit employees as far in advance as possible, of the location, purpose, and schedule of any training which would require travel outside the employee's assigned region or Headquarters, or would require the employee to spend one or more nights away from home.

Section 9 Individual Development Plans (IDP's)

Each employee will be provided with an opportunity to submit an individual development plan to his/her supervisor. The Employer will meet annually with each employee to discuss these plans and assist in obtaining training for the employee that the Employer determines to be relevant.

ARTICLE 13 POSITION CLASSIFICATION

Section 1 Request for Review

The Union may make recommendations and present supporting evidence concerning the adequacy and equity of a standardized position description or position classification standard. The Employer agrees to review the presentation and advise the Union of the results of its review.

Section 2 Union Notification

The Employer agrees to inform the Union as soon as possible when significant changes will be made in the duties and responsibilities of positions held by employees in the Unit due to reorganization, when changes in position classification standards result in classification changes, or, when changes are made in position classification standards which could result in classification changes. The Employer further agrees to furnish the Union copies of proposed classification standards for bargaining unit jobs referred to the Employer by the Office of Personnel Management for comment.

Section 3 Accuracy of Position Description

The Employer agrees that the position description for each position will accurately reflect the principal duties of the employee filling that position.

Section 4 Equal Pay for Equal Work

The Employer recognizes that the statutory principle of equal pay for substantially equal work will be applied to all position classification actions.

Section 5 Notice of Desk Audits

The Union will receive advance notice of Bureau-conducted desk audits.

ARTICLE 14 FACILITIES

Section 1 Granting Space to the Union

A. The Employer, upon appropriate advance request, will provide the Union, when available, at the Employer's facility, a meeting room for the following purposes:

1. preparing for, or discussing, a grievance;
2. preparing for meetings with the Employer;
3. conducting informal discussions to carry out the objectives of the Civil Service Reform Act.

B. The advance request from the Union should contain the date, time, duration, relevant section of the contract, and the estimated number of employees expected to attend. When such space is made available, and meetings are conducted during normal duty hours, employees wishing to attend such meetings, if not on their own time, must comply with applicable rules and regulations regarding the taking of leave.

C. It is agreed that the Union will comply with all security and housekeeping rules in effect at that time and place.

Section 2 Announcement Notices

A. The Employer agrees to "red flag" and electronically distribute to each bargaining unit employee during the second pay period of February each calendar year, a NTEU created "electronic notification card" as a file, as referred to in Article 25, Section 3.

B. The Union agrees to supply the Employer with the necessary "electronic notification card" as a file to accomplish the distribution.

Section 3 Bulletin Boards and Materials

A. The Employer agrees, as a minimum, to maintain the present number of official bulletin boards and to provide the Union with one-third (1/3) of each official bulletin board or its exclusive use under a heading entitled "NTEU CHAPTER _____. " The Employer will provide one bulletin board in every post of duty, one-third (1/3) of which will be granted to the Union for its exclusive use.

B. The Union may distribute material on the Employer's premises to an employee before and after scheduled work hours or in the non-work areas during scheduled work hours provided that both the employee distributing and the employee receiving such material are on their own time. Non-work areas are: cafeteria or any other commercial enterprise located on the Employer's premises (with approval of lessor or operating agency), space set aside as snack bars or break areas and restrooms.

C. Each NTEU chapter will be permitted use of the Employer's intranet and e-mail systems to post or distribute materials or to communicate with employees concerning representational matters. The Employer agrees to provide each chapter with an e-mail group listing of all bargaining unit employees within the chapter's jurisdiction.

D. Material which does not reflect on the integrity or motives of any individuals, other labor organizations, government agencies, or activities of the Federal government may be posted or distributed if approved by the Employer.

Section 4 Distribution of Contracts

A. Copies of this Agreement will be printed by the Employer and will be distributed by the Employer to each unit member.

B. The Employer agrees to supply the National Office of NTEU with one hundred and fifty (150) additional copies of this agreement.

C. The Parties mutually agree to expedite the printing and distribution of this Agreement.

Section 5 Telephone Directory

The Employer agrees to list the name and office telephone number of each Chapter president in the Employer's telephone directory.

Section 6 Information Availability

A. Provisions of the ATF Directives System available under the Freedom of Information Act and necessary for the representation of employees covered by this Agreement which are not readily available to the affected employee or his/her representative will be provided to his/her steward.

B. Manual issuances of the ATF Directives administration functions, pertaining to the Employer's personnel administration, available under the Freedom of Information Act and necessary for the representation of employees covered by this Agreement, will be provided to the field offices of the Union. Copies of changes to these orders will thereafter be supplied to the National Office for distribution.

C. Whenever the Employer refuses to make available a document requested by the Union in accordance with this Article on the basis of the Freedom of Information Act, the Union's sole remedy shall be to seek disclosure of the requested material in accordance with the Freedom of Information Act. This procedure shall be employed in lieu of any other statutory or other procedures which could otherwise be used to gain access to Employer information by bargaining unit representatives.

Section 7 National Representatives

A. A NTEU national representative, upon reasonable advance notice, may visit non-work areas located on the Employer's premises to discuss appropriate Union business

and matters relating to this Agreement with unit employees during non-work time.

B. The Employer agrees to provide an NTEU national representative with a meeting room, if available, at the Employer's facility, when it is necessary to discuss any potential grievances, grievances, disciplinary actions, adverse action, or other appeal action.

Section 8 Space and Equipment

A. The Employer will provide office space to the Union in accordance with the following guidelines:

1. office space, generally not to exceed 100 square feet, if available as excess space, at the worksite of the Chapter president;
2. the provision of the space requires no alterations, modifications, or additions;
3. the space does not become needed by the Employer for work purposes.

B. The Employer agrees to permit designated stewards, chief stewards, and Chapter presidents to have telephones installed in office space provided under Section (8)(A), for purposes of conducting activities permitted to them under the terms of this Agreement.

C. Stewards, chief stewards, and Chapter presidents may use agency office equipment when performing representational activities under this Agreement. The agency's computer security procedures must be followed. Unauthorized software may not be loaded nor should any additional hardware connections be made to Bureau-owned/leased equipment. It is recognized that mission-related work projects will take precedence.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

Section 1 Selection Qualifications for EEO Counselors

A. Equal Employment Opportunity Counselors shall be selected by the Employer without regard to race, color, sex, religion, national origin, age, marital status, political affiliation, physical handicap, or Union membership.

B. Nomination for prospective counselors may be submitted by the Union, employees, or other interested persons or organizations. Union membership, or lack thereof, shall not provide a basis for nomination or failure to nominate an employee.

Section 2 Yearly Notification

NTEU headquarters will be furnished a copy of the Affirmative Employment Accomplishment Report.

Section 3 EEO Claims

Although EEO matters are not grievable under this Agreement, such matters may be raised in the ADR process as described in Article 34.

ARTICLE 16 ANNUAL LEAVE

Section 1 General

Annual leave will be granted in accordance with applicable laws and regulations. The Employer agrees to honor requests for annual leave in a fair and equitable manner. ATF Order 2600.3, Absence and Leave Policy, is hereby incorporated by reference where the Order does not conflict with this Agreement.

Section 2 Extended Leave

A. The Employer agrees to grant annual leave in a manner which permits each employee, if he/she wishes, to take at least two (2) consecutive weeks of accrued annual leave each year unless such leave interferes with work requirements. If leave is denied, and the employee requests an explanation, the Employer will provide the reasons for the denial in writing. The Employer will work with the employee to try to schedule a mutually acceptable time for the leave.

B. Conflicts of annual leave requests among the employees in the same position at a given post of duty will be decided in favor of the employee with the earliest Service Computation Date.

C. The Employer may approve a change in the selection of leave time at an employee's request provided that another employee's choice is not affected.

Section 3 Monitoring Leave Balances

Payroll earnings statements issued to employees shall serve as the notifications of annual leave balances. Each employee will monitor his/her annual leave account in order to make appropriate advance requests to the Employer for leave for vacation and other purposes.

Section 4 Use or Lose Leave

Employees faced with the possibility of loss of annual leave shall notify the Employer of their leave requests for the balance of the leave year by October 1. The Employer will approve such leave requests unless the leave interferes with work requirements. If the leave is denied, and the employee requests an explanation, the Employer will provide the reasons for the denial in writing. The Employer will work with the employee to try to schedule a mutually acceptable time for the leave.

Section 5 Tardiness

If an employee is unavoidably or necessarily absent from or late to work for less than one (1) hour, the supervisor has the discretion to excuse the employee without charge to leave.

Section 6 Callback

Any employee on scheduled annual leave may be called back to work if the workload requires. However, before calling an employee back, the Employer shall endeavor to use other qualified employees to meet its workload needs. If called back, and the employee requests it, management will provide the employee with its reasons in writing. The Employer will work with the employee to try to schedule a mutually acceptable time for the remainder of the leave.

Section 7 Leave for Death of Immediate Relative

An employee will be entitled to annual leave or leave without pay for up to five (5) days in case of death of a family member.

Section 8 Leave for Union-Related Issues

A. The Employer agrees to authorize annual leave or leave without pay to Union officers and to any national

officer of the Union for attendance at any Union-sponsored conventions or meeting unless authorization would interfere with work requirements. Before such leave is denied, the Employer shall endeavor to utilize other qualified employees to meet its workload needs. If the leave is denied, and the employee requests it, management will explain the reasons in writing to the employee.

B. The Employer may grant Union officers and stewards leave to perform Union duties unless work requirement or the work schedule prohibit release. Such officers and stewards may charge such leave, at their option, to earned annual leave or leave without pay.

Section 9 Advance Leave

Employees may be given advance annual leave when:

1. they are eligible to earn annual leave;
2. they have served more than ninety (90) days in their current appointment; and
3. their request does not exceed the amount of annual leave they would earn during the remainder of the leave year.

Section 10 Leave on a Religious Holiday

If workload permits, the employee will be granted annual leave for a workday that occurs on a religious holiday. Before the Employer denies such leave, it will endeavor to utilize other qualified employees to meet its workload needs. If the leave is denied, and the employee requests it, the Employer will explain the reasons in writing to the employee.

ARTICLE 17 LEAVE FOR FAMILY RESPONSIBILITIES

Section 1 General

A. All leave under this Article must be taken in accordance with existing government-wide laws, rules and regulations for leave, as well as the Employer's written policies, where such written policies do not expressly conflict with this Agreement. See ATF O 2650.1, Absence and Leave, Chapter K.

B. An employee shall request leave under this Article as far in advance as possible to allow the Employer to prepare for any staffing adjustments which may be needed. The request shall include the type of leave desired, approximate dates, and anticipated duration. If the total amount of leave requested by the employee cannot be granted, the Employer will inform the employee, in writing, of the reasons if the employee requests an explanation.

C. The Employer may require appropriate documentation to substantiate the employee's request under any section of this Article consistent with all applicable laws and regulations.

Section 2 Maternity Leave

A. Absence for maternity reasons is chargeable to a combination of sick leave, annual leave, and/or LWOP, generally not to exceed six (6) months. An employee may choose how and in what order such absences shall be recorded. The employee may apply for advanced sick leave, leave under the Leave Transfer Program, and may invoke her entitlement under the Family and Medical Leave Act of 1993 (FMLA).

B. The length of absence for maternity reasons shall be determined by the Employer, on an individual basis, in consultation with the employee and her physician. Generally, an initial leave of absence of up to 90 days will be granted to the employee. The Employer

will entertain additional leave requests of up to twelve administrative workweeks consistent with the provisions of the FMLA. If the preceding period is found to be an insufficient length of time for incapacitation, recuperation, adjustment, and child care, the Employer will entertain additional leave requests, and absent workload requirements, will approve up to an additional 90 days.

Section 3 Paternity and Adoption Leave

Absence for paternity and adoption reasons is chargeable to a combination of sick leave, annual leave, and/or LWOP. An employee may choose how and in what order such absences shall be recorded. The employee may apply for advanced sick leave, leave under the Leave Transfer Program, and the employee may invoke entitlement under the FMLA. Approval of leave requests beyond the twelve (12) week entitlement under the FMLA will be subject to workload requirements.

Section 4 Leave for Care Giving Reasons

A. Employees are entitled to request leave to care for an immediate family member who has a serious health condition. Such leave may be chargeable to a combination of sick leave, annual leave, and/or LWOP in a manner consistent with the provisions of the FMLA.

B. The length of absence for care giving reasons shall be determined by the Employer, on an individual basis, in consultation with the employee. Although the entitlement under the FMLA is limited to 12 administrative workweeks of leave, the Employer may consider granting additional leave requests so long as such leave does not interfere with workload requirements.

C. For purposes of this Article, immediate family member includes any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

ARTICLE 18 SICK LEAVE

Section 1 General

A. Employees will earn sick leave in accordance with all applicable laws and regulations.

B. All leave under this Article must be taken in accordance with existing government-wide laws, rules and regulations for leave, as well as the Employer's written policies, where such written policies do not expressly conflict with this Agreement. See ATF O 2650.1, Absence and Leave, Chapter E.

C. An approved absence chargeable to sick leave may be charged to annual leave if requested by the employee and approved by the Employer.

D. For purposes of this Article "acceptable medical documentation" means a medical certificate from a doctor, on letterhead, providing:

1. employee name;
2. period of medical care; and
3. a statement that employee is unable to work because of medical reasons.

However, under certain circumstances/situations, such as disability accommodation or leave under the Family Medical Leave Act, the Employer may request additional medical documentation, consistent with established laws and regulations. When such documentation is requested, the Employer recognizes that the documentation will only be made available to Agency officials on a "need to know" basis.

Section 2 Granting Sick Leave

A. Sick leave will be granted when supported by reasonably acceptable evidence. Generally, an employee's certification as to the reason for his/her absence will be reasonably acceptable except:

1. when it involves employees under the notice described in Section 4 of this Article; or
2. when the Employer has reasonable cause to believe that approval of sick leave is not warranted.

B. Employees normally shall not be required to furnish the medical certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) consecutive workdays. In cases where the nature of the illness was such that an employee did not need to see a medical practitioner, the employee's written statement concerning the illness can be submitted for consideration by the supervisor.

C. Employees who are sent home sick by the supervisor or a personal physician shall not be required to furnish a medical certificate to substantiate such absence unless it exceeds three (3) consecutive workdays. However, employees who have been given written notice of suspected abuse of sick leave (see section 3 of this Article) will be required to furnish documentation after the first day.

Section 3 Sick Leave Restriction

The Employer may put an employee on notice of sick leave restriction if it has reasonable evidence (tangible or intangible) of abuse of sick leave. This notice will be reviewed in four (4) months.

Section 4 Advancing Sick Leave

A. Employees shall be granted advanced sick leave upon meeting the following criteria:

1. employee is eligible to earn sick leave;
2. request does not exceed 30 days;
3. there is no reason to believe the employee will not return to work after using the leave;
4. the employee has provided acceptable medical documentation of the need for advanced sick leave; and
5. the employee is not subject to leave restriction.

ARTICLE 19 LEAVE OF ABSENCE

Section 1 Leave for Elected Union Officials

A. The Employer will consider approving leaves of absence for employees for the purpose of serving full-time elective or appointive positions with the Union subject to the following conditions:

1. The term of the leave of absence for an elective official will run concurrently with the term of the office.
2. The Employer, upon notification that an elected official has been reelected, will automatically renew leaves of absence for elected officials.

B. The Parties agree that this section may be reopened for further negotiations in the event that a reorganization within the Union occurs during the life of the Agreement.

Section 2 Return Rights

The Employer will place an employee returning from a leave of absence in the position or like position held at the time the leave of absence began. If that position is not available, the Employer shall place the employee in a like position in the Field Division.

Section 3 Leave for Military Duty

A. Any full-time employee who is a reservist of the Armed Forces or a member of the National Guard shall be entitled to leave of absence for the performance of military obligation required by order and not performed solely at the option of the employee, without charge to pay, time, leave, or impact on evaluations of performance.

B. Each employee covered by this section shall be entitled to such leave of absence as provided under applicable law or regulation.

Section 4 Court Leave

An employee is entitled to court leave when he/she is summoned, in connection with a judicial proceeding, by a court or authority responsible for the conduct of that proceeding, to serve (1) as a juror; or (2) as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party.

ARTICLE 20 ADMINISTRATIVE LEAVE

Section 1 Definition

Administrative Leave is an absence from duty administratively authorized without loss of pay and without charge to leave.

Section 2 Administrative Leave for Voting

A. As a general rule, the Employer agrees that when the voting polls are not open at least three (3) hours either before or after an employee's regular hours of work, he/she may be excused from duty so as to permit him/her to report to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

B. Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable him/her to vote, depending upon the particular circumstances in his/her individual case, but not to exceed a full day.

Section 3 Inclement Weather

A. The Employer agrees that whenever it becomes necessary to close an office because of inclement weather or any other emergency situation reasonable efforts will be made to inform all employees by private or public media. An emergency situation is one that is general rather than personal in scope and impact. It may be caused by such developments as heavy snow or severe icing condition, flood, earthquake, hurricanes, or other natural disasters; air pollution, massive power failures; major fires or serious interruption to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations.

B. If the emergency conditions described above exist and prevent an employee from getting to work and

the post of duty is not closed, the employee may be granted administrative leave for absence from work for a part of all of his/her workday if he/she provides the Employer with reasonably acceptable documentation that he/she made a reasonable, continuing effort to reach work but that emergency conditions prevented him/her from doing so. Factors which shall be considered by the Employer include:

1. the distance and normal commuting route between the employee's residence and place of work;
2. mode of transportation normally used by the employee;
3. efforts by the employee to get to work; and
4. success of other employees similarly situated.

C. The Employer at his/her option may waive the above requirement for documentation for absences of one (1) hour or less. This provision does not apply to employees who are away from their post of duty for personal reasons and are prevented from returning to work due to emergency conditions. Any grievance filed must include an explanation of why the employee failed to arrive at work.

Section 4 Tardiness

Tardiness and unavoidable or necessary absences from duty of less than one (1) hour may be excused upon reasonable justification to the supervisor. This section does not apply to chronic tardiness or absence.

Section 5 Administrative Leave for Blood Donors

If workload permits, an employee donating blood will, upon request, be granted, if necessary, up to four (4) hours administrative leave for recuperation in addition to any necessary travel.

ARTICLE 21 HEALTH AND SAFETY

Section 1 Employee Safety Assurance

A. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for employees. In facilities not owned or leased by the Employer, the Employer will seek to have any unsafe or unhealthful working condition reported by employees corrected. In facilities owned or leased by the Employer, it will initiate prompt and appropriate action to correct any reported unsafe or unhealthful working condition. The Union will encourage all employees to work in a safe manner. Employees are encouraged to report any possible safety and health hazards to their immediate supervisor or to the office safety representative.

B. Representatives of the Employer and the Union will continue to discuss health and safety issues that affect employees both within the workplace (e.g. violence in the workplace, workplace hazards, etc.) and outside the workplace (e.g., employee safety). The Parties will utilize joint committees, comprised of representatives appointed by the Employer and by the Union, to address such issues on an ongoing basis. Among the issues to be addressed will be appropriate training on various health and safety issues.

Section 2 Union Participation / Annual Inspections

A. In facilities owned or leased by the Employer, a safety representative will be designated for each office. Safety representatives will be responsible for recording and reporting any hazardous, unsafe, or unhealthful working condition to the appropriate management official. A safety inspection will be conducted annually at each office. The Union may designate a representative at each office to participate in inspections of each post of duty.

B. Periodic air quality testing will be conducted in accordance with GSA schedules and other applicable laws and regulations.

C. Union representatives participating in safety inspections or air quality testing will be on official time. The Union will be provided with copies of any report of test results.

Section 3 Emergency Dismissal

The Employer will determine whether conditions preclude an employee's continued presence at the worksite, subject to the following:

A. Whenever a danger exists which could reasonably be expected to cause death or imminent serious physical harm the affected employees shall be immediately evacuated by the supervising official. This determination will not be subject to the arbitration provisions under this Agreement.

B. The Employer recognizes the existence of certain employee rights under 29 CFR 1960. Among these rights are the right to be free from reprisal, including charge to leave, when employees decline to perform their assigned tasks because of reasonable beliefs that, under the circumstances, the tasks pose an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures established by the Employer.

Section 4 Health Testing

A. The employer will make free flu shots, x-rays and diabetes, cholesterol and triglyceride testing available on a voluntary basis to all employees of the bargaining unit, when such are available at no additional cost to the Employer.

B. If workload permits, a reasonable amount of administrative time will be permitted to obtain the above-mentioned services through an agency-provided health unit.

C. In addition, the Employer will attempt to make available to employees whatever additional health services are obtainable at no cost to the Employer.

Section 5 First Aid Kits

In any facility owned or leased by the Employer where full health facilities are not available on the premises, the Employer agrees to provide first aid kit(s) and to designate employee(s) responsible to maintain the kit(s).

Section 6 GSA Automobiles

An employee who believes a car he/she has been assigned is unsafe should take action in accordance with appropriate GSA or Bureau guidelines.

Section 7 Medical Determination on Sick Leave

If an injured employee is sent to a medical facility for treatment, the Employer and the affected employee agree to accept the determination made by a competent agency authority at the facility as to whether the employee is eligible for sick leave.

Section 8 Workers' Compensation

A. Employees injured in the performance of official duties will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees' Compensation Act. Information will be provided about the type of benefits available, including specific reference to the option to file a claim for disability compensation or use of accrued leave if he/she is disabled for work.

B. Employees injured on the job will be granted sick leave in accordance with the Federal Employees' Compensation Act.

Section 9 Notification of Health Plans

The Employer agrees to furnish, at minimum, to each employee, a copy of each of the following on a timely basis:

A. Open Season instructions;

B. information to consider in choosing a health plan; and

C. biweekly Health Benefits rates.

Such distribution shall be made by the Employer to the extent such brochures are available to it from the normal source of supply.

Section 10 Employee Assistance Program

The Employer agrees to the full implementation of the Employee Assistance Program as required and defined in applicable regulations and to make employees aware of the program. The Employer will provide the National Office of the Union with information as to the availability of Office of Personnel Management training in these areas.

Section 11 Fire Safety

To the extent Bureau employees are housed in non-GSA, Employer-controlled space, the Employer will provide fire safety devices, as appropriate. In space not controlled by the Employer and for which fire safety devices are not present or are inadequate, the Employer will endeavor to obtain and install appropriate fire safety devices. When new space is requested by the Employer sprinkler systems and fire escapes will be requested.

ARTICLE 22 HOURS OF WORK

SECTION 1 Purpose

Consistent with the provisions of Chapter 61, Subchapter II, of title 5, United States Code, both parties recognize that the use of flexible and compressed work schedules has the potential to improve productivity and provide greater service to the public. However, the Parties acknowledge that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for flexible work schedules.

Section 2 Definitions

A. **Administrative workweek:** The basic workweek consists of five (5) consecutive eight (8) hour days (Monday through Friday).

B. **Fixed Hours:** This is a schedule in which, within a biweekly pay period of ten (10) workdays, the regular tour of duty consists of ten (10) eight-hour days, with a starting and ending time coinciding with the official office hours, (i.e. 8 am to 4:30 p.m.).

C. **Flextime:** This is a schedule whereby employees work five (5) 8-hour days each workweek, and may choose their time of arrival at and departure from work during flexible bands of hours (i.e., 7:00 - 9:00 a.m. and 3:30 - 5:30 p.m., respectively).

D. **5/4-9 Plan:** This is a schedule which, within a biweekly pay period of ten (10) workdays, includes eight (8) nine-hour days, one (1) eight-hour day, and one (1) non-work day.

E. **4/10 Plan:** This is a schedule whereby an employee works four (4) 10-hour days, each workweek.

F. **Start/Stop Times:** Employees working under either a 5/4-9 or 4/10 work schedule may start work within a flexible time band beginning at 6:00 a.m., and stop as late as 6:30 p.m., subject to the requirements for

supervisory approval set forth in Section 4 and the need to be present during core hours.

G. **Core Hours:** All employees must be present on all regularly scheduled workdays between the hours of 9:00 a.m. and 3:30 p.m., Monday through Friday, except during lunch or break times, approved leave or excused absences.

H. **Lunch Periods:** Lunch periods will be taken no earlier than 11:00 a.m. and completed no later than 1:30 p.m.

Section 3 Eligibility

A. All employees are eligible to work any one of the alternate work schedules set forth in Section 2, except for employees in the following groups:

1. shift workers;
2. employees participating in a training program, when the supervisor determines that participation would cause disruption in training assignments. On request, a supervisor will provide the reasons in writing; or
3. consistent with section 6 of this Article, employees who have been identified as having performance problems, and the strategy for performance improvement must include a restriction on an employee's work schedule in order to be effective. [Employees with performance problems are defined as those whose performance has been determined to be at the Less than Fully Successful level or below. Such determination must be documented in writing in accordance with the procedures of the Agreement.]

B. The Parties recognize that for the Inspector position the 4/10 plan is being implemented on a one-year pilot basis (to commence at the time of the effective date of this Agreement). At the conclusion of the one-year period, the Employer will evaluate whether the 4/10 plan has had an adverse agency impact (i.e., a reduction in productivity, a diminished level of service furnished

to the public, or has resulted in an increase in operating costs). Either party may reopen negotiations to modify or terminate the pilot program within a thirty (30) day period beginning one year after the effective date of this Agreement, and the pilot program will continue pending the completion of these negotiations. If neither party reopens, then the pilot will be incorporated as a normal component of the Agreement.

Section 4 Requirements for Approval of Work Schedules

A. Employees shall submit work schedule requests to their immediate supervisor. The request shall contain (1) the work schedule requested (e.g., fixed hours, flextime, 5/4-9 or 4/10); (2) desired starting and stopping time; and (3) the requested off day(s), if requesting a 5/4-9 or 4/10 schedule. The supervisor will approve or disapprove requests within thirty (30) days of a request by an employee, based upon consideration of the following factors:

1. the need to provide service to clients; and
2. other business or workload requirements.
3. other business or workload requirements.

It is recognized that application of these factors may be different when considering requests to work a 4/10 schedule than for requests for a 5/4-9 schedule. Approval of a 4/10 schedule requires that the employee have the ability to work independently.

B. Approved work schedules will be implemented the first full biweekly pay period beginning after approval.

C. An employee may request to change an alternative work schedule or tour of duty, either permanently or temporarily, at any time with the approval of the supervisor. Such requests will be considered consistent with the factors set forth in Section 4A. Generally, permanent changes in work schedules should not be made more than three (3) times per year.

D. A supervisor may require an employee to change his or her work schedule, either permanently or temporarily, when necessary to ensure office coverage,

provide service to customer or clients, or to meet other business or workload requirements. If the supervisor does not provide the employee at least two (2) workdays notice of the need to change his/her work schedule, then the employee will be eligible for overtime pay if required to work outside his/her established work schedule. The employee may elect to earn compensatory time in lieu of overtime.

E. An employee in travel or training status for all or a portion of a pay period will be required to revert from a flexible or alternative work schedule to a tour of duty with fixed hours for that pay period. An employee on detail will adhere to the hours of duty of the organizational segment to which he/she is temporarily assigned.

F. In accordance with applicable law and regulations, the Employer may establish special tours of duty of not less than forty (40) hours a week to enable employees to take educational courses at their own expense. An employee may request such a change in tour of duty at any time during the year.

G. Conflicts resulting from contemporaneous requests made by employees under this Article will be resolved by a seniority system which gives preference to the employee who has the longest period of ATF service. If the employees are tied in terms of ATF service, the employee with the earliest service computation date (SCD) shall be given preference. Any ties in SCDs shall be broken by a flip of a coin. However, an employee who has an approved and established work schedule will not be required to change this work schedule (or off day) to accommodate a subsequent request by another employee.

Section 5 Time Recordation for AWS Schedules

A sign-in/sign-out register will be maintained in each office for employees working alternative work schedules to record arrivals, departures and hours worked each day. Inspectors will record such entries in their official diaries.

Section 6 Permanent Revocation or Termination of Alternative Work Schedules

A. An employee may be removed from a flextime, 5/4-9 or 4/10 work schedule for the following reasons:

1. the employee receives a performance evaluation with a rating below Fully Successful;
2. the supervisor determines, at any time during the rating period, that the employee's performance is less than Fully Successful;
3. the supervisor determines that the employee has experienced time and attendance problems;
4. there is need to ensure office coverage, provide service to customer or clients, or other business or workload requirements.

B. Prior to removing the employee from AWS under either (2) or (3), above, the supervisor will notify the employee and provide to him or her the opportunity to correct the problem within a reasonable period of time.

C. Revocation of an employee's alternative work schedule will be effective at beginning of the next pay period following receipt of an evaluation below FS, expiration of the period in Section 6.B., occurrence of the reasons cited Section 6.A.4., above. However, if this results in less than one week's notice to the employee, the revocation would be effective at the beginning of the following pay period.

D. Pursuant to Section 6.A. of this Article revocation of alternated work schedule privileges does not preclude the Employer from initiating an appropriate disciplinary or performance action at any time.

E. Should the employer at any time determine that an alternative work schedule program has had, or would have, an adverse agency impact, i.e., a reduction in productivity, a diminished level of service furnished to the public, or has resulted in an increase in operating costs, the Employer will notify the Union of its desire to modify or

terminate such existing AWS. Such notice will include an explanation of the basis for the Employer's concerns. Should bargaining not be complete within forty-five (45) days of this notice, the matter may be submitted to the Federal Services Impasses Panel (FSIP) for resolution.

F. It is understood that any grievances rights which an employee may have under this Agreement are specified in Article 34, Grievances, and that counseling or written notice for noncompliance and possible removal from flextime or a compressed work schedule cannot be grieved under this Agreement. However, the actual removal from flextime or a compressed work schedule may be grieved under this Agreement.

Section 7 Change in Administration Workweek

Prior to implementing a general in any workweek, the Employer agrees to notify the Union as far in advance as possible. A general change must involve a change in the administrative workweek to five (5) employees or more.

ARTICLE 23 OVERTIME

Section 1 General

A. Overtime will be distributed in a fair and equitable manner to qualified employees currently assigned to the job at the office, provided that the Employer's assignment of individual work projects to an employee, such as an inspection, where such projects could require overtime, will not be affected by this provision.

B. An employee upon request will receive temporary exemption from a requirement to work overtime for legitimate medical reason and other severe personal hardships. Staffing and workload requirements permitted, such exemptions shall be granted.

C. An employee may, upon request, be released from an overtime assignment when the employee or the supervisor finds a replacement who is willing to work, and is approved by the supervisor.

D. Upon request, the Employer will make available to the Union current records of overtime assignments of employees to aid in resolving problems in overtime distribution.

E. The Employer will notify an employee as soon as possible when scheduling an overtime assignment.

Section 2 Compensation

Employees who are required to work overtime by the Employer will be compensated in accordance with applicable law and regulations.

Section 3 Employee Requests for Overtime

The Employer recognizes that there may be occasions where an employee cannot obtain advance approval of overtime. Any request by an employee to work voluntary or unscheduled overtime will be fairly considered and approved when consistent with the business needs of the Bureau.

Section 4 Meal Breaks and Call-Back

A. In the event of an extension of a regular work shift into more than a three (3) hour overtime work period, reasonable time will be allowed for procurement of food at the end of the regular work shift and each four (4) hours thereafter, except where the law requires the presence of the employee in the work area.

B. An employee called back to work outside of and/or unconnected with his/her basic workweek shall be paid a minimum of two (2) hours pay or at the employee's option be credited with two (2) hours of compensatory time, regardless of whether the full two (2) hours are worked, so long as the granting of compensatory time would not conflict with the provisions of the Fair Labor Standards Act.

Section 5 Premium Pay and Scheduling

A. When the Employer finds it necessary to schedule a temporary tour of duty, a part of which might be performed on Sunday, the employee will receive premium pay equal to twenty five percent (25%) of his/her basic rate of pay for such Sunday work.

B. Employees will be provided, when possible, with five (5) days advance notice of a change of the days of their regularly scheduled administrative workweek. Provided overtime work is available, an employee not so notified will work his/her regularly scheduled administrative workweek and receive overtime pay for additional time worked. However, the Employer retains its right to change schedules to avoid the payment of overtime for the reasons set forth in 5 U.S.C. § 6101 (a)(3)(A). This section provides: "Except when the head of an Executive agency . . . determines that his organization would be seriously handicapped in carrying out its functions or that costs would be substantially increased, he shall provide, with respect to each employee in his organization, that--assignments to tours of duty are scheduled in advance over periods of not less than 1 week."

C. When the Employer finds it necessary to make a change in an employee's daily hours of duty, the employee will be given two (2) days advance notice. Provided overtime work is available, an employee not so notified will work his/her regular hours and receive overtime pay for additional hours worked. However, the Employer retains the right to change schedules to avoid the payment of overtime for the reasons set forth in 5 U.S.C. § 6101 (a)(3)(A), cited above.

ARTICLE 24 PERSONNEL RECORDS

Section 1 Records Availability

Each employee or his/her representative designated in writing will, upon request, have access to or photocopy a document, with the exception of records made within the last 30 days constituting a manager's internal thought processes, or any other future restrictions imposed by OPM, which appear in the employee's Official Personnel Folder (OPF). Such examinations, copying, or photocopying will take place in the presence of those having custody of the folder.

Section 2 Privacy of Records

Any record, file, document not available to the employee or his/her personally designated representative for inspection will not be made available for any unauthorized persons for inspection or photocopy. Such information will be made available to authorized persons only for official use as provided for in Part 297, of Title 5 of the U.S. Code of Federal Regulations.

Section 3 Purging Records

A. OPFs, including records maintained by employees' supervisors, will be purged in accordance with current applicable regulations. An employee may, at his/her option, request that a "clearance letter" be included or removed from his/her OPF.

B. Any documents concerning discipline, adverse action and performance appraisals that are maintained by the supervisor will be removed by that supervisor according to the appropriate OPM, ATF, or other federal agency record retention schedule. Generally, any document maintained by a supervisor that has not been relied upon for three (3) years, including counseling notes, should be purged. If the record is maintained beyond three (3) years, the employee will be advised of the reason and given a copy of the record.

Section 4 Record Used for Evaluation

Performance-related records will be kept for one year after the performance appraisal period. Supervisors will not pass written records of employee conduct on to another subsequent supervisor unless the employee is provided a copy. Documents and/or files maintained by supervisor that may have an adverse impact on an employee shall be provided to the employee in a timely manner.

Section 5 Recording Devices

Generally, information from electronic recording devices (datawatch, computer logons, cameras) will not be accessed for a particular employee unless the particular employee is suspected of some misconduct or if the employer needs access to a particular employee's system (or related device) in order to obtain information that may be necessary to an investigation of some other employee suspected of misconduct. However, this provision does not limit the Employer's ability to access such recording devices for routine maintenance and/or trouble shooting or for any criminal investigation.

ARTICLE 25 NOTICES TO EMPLOYEES

Section 1 Types of Notices

The Employer will provide an additional copy of the following notices with the sentence typed at the top of the first page in capital letters stating: "THIS COPY MAY, AT YOUR OPTION, BE FURNISHED TO YOUR UNION REPRESENTATIVE.":

- A. a notice of decision to take adverse action;
- B. a notice of decision to take a disciplinary action;
- C. a notice of reduction-in-force;
- D. a notice of proposed denial of a within-grade increase;
- E. a notice of decision to deny a within-grade increase;
- F. a notice of decision to remove or reduce in grade or pay for unacceptable performance;
- G. a notice of proposed separation of a probationer;
- H. a notice of decision to separate a probationer;
- I. leave restriction letters;
- J. notice of involuntary reassignment to another post of duty (other than an SF-50); and
- K. notice of reclassification of the position an employee occupies (other than SF-50).

Section 2 Periodic Notifications

The Union and the Employer recognize that employees should be informed of their rights and benefits. Accordingly, the Employer agrees to notify employees

periodically on matters including, but not limited to,
the following:

- A. incentive awards;
- B. health and safety;
- C. annual leave, sick leave, and leave without pay;
and
- D. promotion plan.

Section 3 New Employee Notices

The Employer agrees to distribute to each incoming employee within the unit an announcement card printed as follows:

NATIONAL TREASURY EMPLOYEES UNION

CHAPTER_____

The exclusive representative for all eligible employees is Chapter_____ of the National Treasury Employees Union (NTEU). So that your Chapter may provide maximum services and opportunities to employees, NTEU invites you to furnish the following information. Please return to:

NTEU CHAPTER_____

ADDRESS:

NAME:_____

LAST

FIRST

MIDDLE INITIAL

ADDRESS:_____

SSN#: _____
HOME PHONE: _____
BRANCH: _____
DIVISION: _____

I am interested in learning more about the following union activities and/or working in one of these areas.

_____ Steward	_____ Membership Recruiting
_____ Public Relations	_____ Membership
Services	
_____ Legislative	_____ Social

I would like information on the following programs:

_____ Auto Insurance	
_____ Hospital Cash Plan	_____ Vision
Maintenance Plan	
_____ Credit Card	_____ Flexcare Disability
Ins.	
_____ Prepaid Dental Plan	_____ Accident
	Protection Plan
_____ Flexcare Group Term	_____ Attorney Referral
Life Insurance	_____ Relocation Services

Section 4 Leave and Earnings Statements

For each pay period, the Employer will continue to provide employees a payroll statement showing pay, deductions, and leave status, together with the total cumulative yearly earnings and total cumulative deductions in each category.

Section 5 Standards of Conduct

Supervisors will be responsible for advising employees under their jurisdiction, or helping them obtain information, on the application of the standards of conduct.

ARTICLE 26 TRAVEL

Section 1 Reimbursement

A. Employees shall be reimbursed for travel on official business in accordance with law, regulation, established Employer policies, and this Agreement.

B. The parties agree that any changes in rates or reimbursements to Federal employees by law or regulation during the life of this Agreement are hereby made part of this Agreement.

Section 2 Scheduling Travel and Hours of Work

A. The Employer agrees, when practicable, to schedule and arrange for travel of employees away from an employee's duty station to occur within each employee's regular working hours. However, if circumstances require the employee's presence on Monday, too early to permit travel that day, the employee should perform the travel on the preceding day (Sunday), leaving home or the post of duty at a reasonable time. If an employee requests, he/she may be permitted to travel during duty hours on the preceding Friday. However, where the travel is performed on the preceding Friday, subsistence reimbursement may be allowed to start with the departure time, but will be limited to that which would have been payable had the departure been made on Sunday.

B. Time spent in a travel status away from the regular duty station of an employee is hours of employment for pay purposes when:

1. the time spent is within the days and hours of the regularly scheduled administrative workweek of the employee, including regularly scheduled overtime work; or

2. the travel:

- a. involves the performance of work while traveling; or

b. is carried out under such arduous and unusual conditions that the travel is inseparable from work; or

c. is incident to travel that involves the performance of work while traveling; or

d. results from an event, outside of regular work hours, which could not be scheduled or controlled administratively.

3. Employees covered by the Fair Labor Standards Act will be paid for time in a travel status in accordance with provisions of Title 5 of the United States Code and the Fair Labor Standards Act, whichever is appropriate. Under the Fair Labor Standards Act, time spent traveling shall be considered hours of work if:

a. An employee is required to travel during normal working hours;

b. An employee is required to drive a vehicle or perform other work while traveling;

c. An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or

d. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

4. An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in 3b. and c., above.

Section 3 Efficiency of Travel

A. Travel on official business shall be by the method of transportation that will result in the greatest advantage to the Government, cost and other factors considered. In selecting a particular method of transportation, the Employer will consider the total cost to the Government, including costs of per diem, overtime, and lost work time as well as actual transportation costs. Federal law requires that the travel of an employee shall be by the most expeditious means of transportation practicable and shall be commensurate with the nature and purpose of the duties of the employee requiring such travel. Where the use of an automobile is the most advantageous means available, the following applies:

1. When use of a privately-owned automobile for official business is advantageous to the Government rather than a GSA automobile (i.e., it is expected that an employee will travel less than 15,000 miles in a twelve [12] month period) the employee providing such automobile will be reimbursed at the full rate set forth in Federal Travel Regulations.
2. When it is reasonably determined that an employee is a high-mileage driver (i.e., it is expected that he/she will drive at least 15,000 miles in a twelve (12) month period) and that a Government vehicle is available for his/her use, and such employee elects to use his/her own automobile for official business, he/she will be reimbursed at the appropriate reduced rate set forth in Federal Travel Regulations.
3. When an employee has committed himself/herself to use a Government vehicle and such vehicle is available, but the employee elects to use his/her own automobile for official business, he/she will be reimbursed at the appropriate reduced rate set forth in Federal Travel Regulations.

B. The use of a privately-owned automobile (POA) on official business in the immediate vicinity of the employee's residence or office station shall be reimbursed on a mileage basis. Mileage necessitated wholly by the performance of official business and any portion of such in which official and personal travel are

unavoidably intermingled for official reasons is reimbursable. Any mileage incurred for travel directly between an employee's residence and the office to which the employee assigned is not reimbursable. When more than one (1) employee uses a single privately owned vehicle, mileage reimbursement will be made to only one (1) employee.

C. In circumstances where an employee's first and/or last official assignment of the day is en route or by circuitous routing between his/her residence and the official station, his/her mileage entitlement shall be reduced, if applicable, by the miles in excess of fifty (50) that his/her residence is from his/her official station. For example:

1. employee lives 48 miles from his/her official station. He/she goes directly from home to an official assignment, visits the office during the day and goes directly home from another official assignment. No mileage offset is applicable.

2. employee lives 55 miles from his/her official station. He/she goes directly from home to an official assignment, visits the office during the day and goes directly home from another official assignment. A mileage offset of ten (10) miles is applicable, i.e. five (5) miles each way.

Section 4 Working in Commuting Area

A. The term "inspector" refers to both inspectors and auditors throughout this document.

B. When traveling from residence directly to the first assignment, the inspector should arrive at the first assignment at the same time he/she would have arrived if he/she had left from the office at the beginning of the official workday. (Subject to "D" below)

C. When traveling directly from the last assignment of the day to the residence, the inspector should leave the last assignment at the same time he/she would have

left in order to return to the office by the close of the official workday. (Subject to "E" and "F" below)

D. In both of the above cases, official travel time is authorized for the amount of travel time that would have occurred had travel from the office to the first assignment and for the last assignment to the office occurred.

E. In applying the rules under A and B, the inspector should never leave the residence at the start of the day any later than the beginning of the official workday, nor should the inspector leave the last assignment at the end of the workday at a time which would allow him/her to return to the residence earlier than the close of the official workday; i.e., the inspector must work a full tour of duty.

F. When traveling from residence directly to the office at the beginning of the day, the inspector should arrive at the office by the beginning of the official workday. When traveling from office to residence at the end of the day, the inspector should leave the office at the end of the official workday. No official time should be charged for resident to office or office to residence travel.

G. Directed Travel: The supervisor always has the authority to direct travel, such as requiring an inspector to report directly to the office. Also, in order to complete an assignment in areas where it would be impracticable for the inspector to return to the assignment on another day, the supervisor may require an inspector to work beyond the time he/she would normally return to his/her residence. In cases where it is not practicable to limit travel to duty hours and the employee is not legally entitled to overtime pay, the supervisor shall record his/her reasons for ordering travel at those hours and shall, upon request, furnish a copy to the employee concerned.

H. POV Mileage: No POV mileage reimbursement is permitted for travel directly between the residence and the office, and the office and the residence. All other POV mileage will be reimbursed on an actual mileage basis using the current government authorized per mile rate.

Section 5 Non-Workday Travel

An employee who is assigned to training or duty away from his/her regularly scheduled assigned post of duty, and who elects to return home during non-work days, will be reimbursed for travel not to exceed the amount reimbursable for the per diem that would have been paid had he/she remained away from home.

ARTICLE 27 REASSIGNMENTS

Section 1 Definition

A. For the purpose of this Article, reassignment means the change of an employee from one position, work location, or post of duty, without promotion or demotion.

B. Employees interested in applying for a voluntary lateral reassignment should refer to the applicable provisions of Article 9.

Section 2 Reassignments Involving Permanent Change of Station (PCS)

A. When the Employer determines that it is necessary to make a reassignment that involves an authorized PCS move, the following provisions will apply. The Employer will establish reasonable job-related criteria for the vacant position. Employees at the post(s) of duty designated by the Employer as the post(s) of duty from which employees will be reassigned will be polled to determine if any will voluntarily accept reassignment. If no fully qualified employee volunteers, the Employer will select the employee at the designated post(s) with the least ATF service who fully meets the established criteria. If more than one qualified employee volunteers, the employee with the most ATF service will be selected.

B. The Parties agree that the criteria established by the Employer are not grievable or arbitrable. Arbitration may be invoked by the Union only on the application of the criteria to the employee selected for reassignment.

1. Arbitration must be invoked within five (5) days of the employee's notification of selection. The Union must identify which employee at the designated post of duty with less service fully meets the criteria and should have been selected.

2. Within thirty (30) days of the employee's selection, the arbitrator will issue a decision which will indicate the employee selected by the Employer or the employee identified by the Union who should have been selected for reassignment.

3. Where the employee so identified by the Union is found by the arbitrator to be the employee who should have been selected, the resulting reassignment of that employee by the Employer is not grievable or arbitrable.

C. Upon request by an employee polled or selected under the provisions in Subsection (2)(A), the Employer will expeditiously provide information that would be useful to the employee in deciding whether to volunteer or to accept involuntary reassignment; e.g. information about the office, post of duty, area and/or region which the employee would be assigned, including information about promotional opportunities, type of work, or assignments, amount of official travel, cost of living, housing, schools, and public transportation.

Section 3 Reestablished Abolished Positions

The Employer agrees that when an employee has been reassigned due to the abolishment of his/her position, he/she will be given consideration if that position is reestablished within two (2) years and he/she applies for the position within fifteen (15) days after written notification to the employee of its reestablishment.

Section 4 Notice to Employee

When an involuntary reassignment involves an authorized PCS move, the Employer agrees to give the affected employee at least fifteen days written notice and when possible, ninety (90) days written notification.

Section 5 Household Move Reimbursement

When an employee is reassigned, a determination of whether the employee is entitled to reimbursement of PCS move expenses will be made on an individual basis, in accordance with applicable laws and regulations.

Section 6 Effect of Reassignment Procedures

The Parties agree that when the Employer reassigns an employee in accordance with the procedures of this Article, notification and bargaining on impact and implementation is not required, as this Article constitutes full and complete negotiations of the impact and implementation of reassignments.

Section 7 Transfer of Function

Employees whose jobs are moved because of a transfer of function will be entitled to move with their jobs. If they choose not to transfer, they will be reassigned to any vacant position for which they apply and qualify for in their own commuting area. It is understood that the Employer need not fill vacancies it deems unnecessary to fill based on legitimate needs and concerns. Its decision to leave a position unfilled is not arbitrable.

Section 8 Exclusions

A. This Article does not apply to involuntary reassignments resulting from a reduction-in-force.

B. This Article does not apply to hardship transfers. Hardship transfers may be accomplished in accordance with Bureau policy in effect on the effective date of this Agreement, subject to the requirement to negotiate with the Union any changes to this policy.

ARTICLE 28 RETIREMENT

Section 1 Training

The Employer will provide a retirement planning program to be made available on an as needed basis, but not more frequently than annually, in which all employees in the Unit nearing eligibility for retirement may voluntarily participate. It will include individual counseling assistance, information material and/or group information sessions.

Section 2 Employee Retirement Rights

Each employee who separates voluntarily or involuntarily (except by retirement) will be informed by the Employer as to his/her rights to file for disability retirement, the possibility of applying for a discontinued service annuity, and eligibility for a deferred annuity, if the employee requests, and the situation warrants.

Section 3 Withdrawal

An employee may withdraw an optional retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and is received by the Employer prior to its having made a commitment to fill the position of the retiring employee.

ARTICLE 29 SPACE AND OFFICE MOVES

Section 1 Pre-decisional Involvement

A. For purposes of this Article, when the Employer has made the decision to move, co-locate, open a new office, expand, or contract any office the appropriate local management will give notice to local NTEU and to the Employee and Labor Relations Team (ELRT) before engaging in the formal assessment process. NTEU will be afforded an opportunity to participate with and/or provide feedback to local management on field office requirements before submission to Space Management Division. The Parties agree that the goal is to have a collaborative process and attempt to reach consensus on all specifications, (e.g., the delineated geographic area) prior to ATF's requirements being submitted to GSA. Agreements, which result from this collaborative process, will be signed by the parties concerned and forwarded to ELRT.

B. If consensus is not reached before requirements are submitted to GSA, the Union may submit comments to ELRT and the Union may present a formal request for bargaining on those issues appropriate for bargaining.

Section 2 Walk-Throughs

The Union will be afforded an opportunity to participate as observers when the appropriate "walk-through" of proposed space is to be conducted. Any questions and/or comments concerning the proposed space will be directed to the management spokesperson during and after the walk-through.

Section 3 Floor Plans

The Employer will provide copies of the initial draft layout (including walls, cubicles, and furniture) to local NTEU for review and comment. The goal is collaboration between local management and NTEU to reach consensus on the plan. If consensus is not reached, NTEU

may submit comments to ELRT. If consensus is reached, the Parties will sign an agreement stating this and there will be no further bargaining on issues on which consensus is reached.

Section 4 Formal Notice

Any formal notice of office moves including the "space plan" will be provided to NTEU in accordance with Article 39.

ARTICLE 30 PROBATIONARY EMPLOYEES

Section 1 Evaluation

The Employer agrees to advise probationary employees of their performance in writing prior to the end of the 10th month of the probationary period.

Section 2 Appeal Rights

The Employer's decision will be final and may not be challenged or appealed to any higher level authority in any manner, except as provided by statute or higher level regulations.

ARTICLE 31 DISCIPLINARY ACTIONS

Section 1 General

A. A disciplinary action, for the purpose of this Article, is defined as a written admonishment, a written reprimand, or a suspension of fourteen (14) days or less.

B. This Article applies only to bargaining unit employees who have completed their probationary period.

C. No bargaining unit employee will be the subject of a disciplinary action except for just cause, and, in the case of suspension for fourteen (14) days or less, the action will be for such cause as will promote the efficiency of the service. The Employer subscribes to the concept of progressive discipline.

D. A meeting where there is a discussion or examination between an employee and his/her supervisor and/or other line management officials during which the principal topic of discussion is disciplinary action or potential disciplinary action, will entitle the employee to be given an opportunity to request the presence of Union representation during such a meeting. If a request for representation is made, the Employer will set a time for the meeting which gives the employee at least forty-eight (48) hours to obtain representation. If the employee is unable to have a representative attend within that time period, the meeting may be held, as scheduled, at the Employer's option. The Parties agree that the employee does not have a right to representation at meetings for discussion or counseling on performance-related matters or other topics in which the employee should not reasonably expect disciplinary or adverse action. There is no right to representation, as when a supervisor delivers a proposal or a decision and there is no discussion.

E. In taking disciplinary actions, the Employer will give due consideration to the existence of mitigating or aggravating circumstances, the grade or nature of the position occupied by the employee involved, the frequency or severity of the offense and any other

factors or circumstances bearing upon the incidents or acts involved.

F. The Employer will give due regard to the fact that an employee has followed supervisory orders when determining what disciplinary action if any should be taken.

Section 2 Disciplinary Actions

When the Employer proposes to suspend an employee for fourteen (14) days or less, the following procedures will apply:

A. The Employer will provide the affected employee with fifteen (15) calendar days advance written notification of the proposed suspension, including a reasonable amount of time to reply to the notice.

B. Upon the request of the employee in writing, the employee will be furnished a copy of all written documents which contain evidence relied on by the Employer which formed the basis for the proposed action.

C. To the extent materials cannot be released to an employee or the employee's representative, such information may not be used by the Employer to support the reasons for the action.

D. An affected employee will be granted a reasonable amount of official time for reviewing material relied on by the Employer to support the reasons in the notice and for furnishing affidavits in support of the answer.

E. An employee has the right to make an oral and/or written reply provided that the employee requests an oral reply within seven (7) calendar days of the receipt of the letter of proposed action. The oral and/or written replies must be received by the designated official prior to the end of the fifteen (15) day notice period.

F. A written decision and the specific reasons should be issued at the earliest practical date. The Employer will address, in the written decision, the substance of the defenses or arguments raised by the employee/Union in his/her response to the proposed action. The notice period for the above may be extended for a reasonable period of time at the request of the employee when the employee demonstrates that good and sufficient reasons exist for the extension of the notice period. A request for an extension of the notice period shall be in writing, shall state the reasons for the extension and shall be delivered no later than the date the replies are due to the official who will render the decision. A failure to receive an extension shall be appealable or grievable as it relates to the requirement for providing a reasonable time for reply.

G. Nothing in this Article shall preclude the Employer from taking immediate action, without adhering to the above-cited time limits, in situations where there is a reasonable cause to believe that the employee may have committed a crime for which a sentence of imprisonment may be imposed.

H. The Employer will provide a summary of any oral reply made under Section 2E to an affected employee and/or his/her designated representative prior to the time a final decision is made.

Section 3 Standard of Proof

Where arbitration is involved, the burden of proof for matter covered by this Article shall be substantial evidence.

Section 4 Grievance Rights

Employees may grieve final decisions on disciplinary actions in accordance with procedures set forth in Article 34. If arbitration over a final grievance decision is invoked, expedited arbitration procedures shall be utilized for suspensions of five (5) days or less.

Section 5 Nexus Requirement for Off-Duty Misconduct

An employee will not be disciplined for off-duty conduct unless a nexus is established between the conduct and the efficiency of the service. The notice of proposed disciplinary action will include a statement or description of the connection between the off-duty misconduct and the efficiency of the service.

Section 6 Effective Date of Suspension

If the Employer's final decision is that an employee will be suspended for a period of not more than fourteen (14) calendar days, the suspension will take effect as soon as possible after the receipt by the employee of the final decision, but no sooner than two (2) working days after the receipt by the employee of the final decision.

Section 7 Notice to the Union

A. The Union will receive notice of any proposed disciplinary action by serving the National Office with a copy of the letter.

B. In any proposed disciplinary action, the employee shall be informed that he/she may have an individual represent him/her and that the representative may be from NTEU or may be any other individual.

C. The employee will be furnished a second copy of the notice, with the following typed at the top: "THIS COPY, AT YOUR OPTION, MAY BE FURNISHED TO YOUR UNION REPRESENTATIVE."

D. The decision letter will inform the employee that if the employee elects to file a grievance or wishes to proceed to arbitration, the employee should contact his/her Union representative.

ARTICLE 32 ADVERSE ACTIONS

Section 1 General

A. An adverse action for the purpose of this Article is defined as a removal, a suspension for more than fourteen (14) calendar days, a reduction in grade, a reduction in pay, or a furlough of a permanent employee, without pay, for thirty (30) calendar days or less. The Employer will follow existing case law in ascertaining whether to process actions under Chapters 43 or 75 of Title 5, U.S. Code.

B. This Article applies to bargaining unit employees who have completed their probationary period.

C. No bargaining unit employee will be the subject of an adverse action except for such cause as will promote the efficiency of the service. The Employer subscribes to the concept of progressive discipline.

D. A meeting between an employee and his/her supervisor and/or other line management officials during which the principal topic of discussion is adverse action or potential adverse action will entitle the employee involved to be given an opportunity to request to be accompanied by the employee's Union representative during such meeting. If a request for representation is made, the Employer will set a time for the meeting which gives the employee at least forty-eight (48) hours to obtain representation. If the employee is unable to have a representative attend within that time period, the meeting may be held, as scheduled, at the Employer's option. The Parties agree that the employee does not have a right to representation at meetings that are for the purpose of discussing with an employee work habits or products, dependability, and all other topics which do not relate principally to a disciplinary or adverse action.

E. In deciding what action may be appropriate, the Employer will give due consideration to the relevance of any mitigating and/or aggravating circumstances. The following factors, included herein or purpose of

illustration, are neither meant to be exhaustive nor intended to be applied mechanically, but rather to outline the parameters of reasonableness:

1. the nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
3. the employee's past disciplinary record;
4. the employee's past work record; including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;
6. the consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. the notoriety of the offense or its impact upon the reputation of the agency;
8. the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
9. potential for the employee's rehabilitation;
10. mitigating circumstances surrounding the offense such as unusual job tension,

personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

11. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

F. Additionally, the Employer will give due regard to the fact that an employee has followed supervisory orders when determining what disciplinary action, if any, to take.

G. The Employer agrees that any adverse action will be administered as timely as possible.

Section 2 Procedures

Where the Employer proposes to take an adverse action against an employee, the following procedures will apply:

A. The Employer will provide the affected employee with thirty (30) calendar days advance written notification of the proposed adverse action, including a reasonable amount of time to reply to the notice.

B. Upon the request of the employee in writing, the employee will be furnished a copy of all written documents which contain evidence relied on by the Employer which formed the basis for the proposed action.

C. To the extent materials cannot be released to an employee or the employee's representative, such information may not be used by the Employer to support the reasons for the action.

D. An affected employee will be granted a reasonable amount of official time for reviewing material relied on by the Employer to support the reasons in the notice and for furnishing affidavits in support of the answer.

E. An employee has the right to make an oral and/or written reply provided that the employee requests an oral reply within seven (7) calendar days of the receipt by the employee of the letter of proposed action. The oral and/or written replies must be received by the designated official prior to the end of the thirty (30) day notice period.

F. However, the notice period may be extended for not more than thirty (30) calendar days at the request of the employee when the employee demonstrates that good and sufficient reasons exist for the extension of the notice period. A request for an extension will be in writing, shall state the reasons for the extension, and shall be delivered no later than the date the replies are due to the official who will render a decision. A failure to receive a 30-day extension shall be appealable or grievable as it relates to the requirement for providing a reasonable time for reply. Under unusual circumstances, the Employer may waive the 30-day limit for extension.

G. An official who sustains the proposed reasons against an employee in an adverse action will set forth his/her findings with respect to each reason and specification against the employee in his/her notice of the decision. The Employer will also address, in the written decision, the substance of the defenses or arguments raised by the employee/Union in his/her response to the proposed action.

H. Nothing in this Article shall preclude the Employer from taking immediate action, without adhering to the above-cited time limits, in situations where there is reasonable cause to believe that the employee may have committed a crime for which a sentence of imprisonment may be imposed.

I. The Employer will provide a summary of any oral reply made under Section 2E to an affected employee and/or the employee's designated representative prior to the time a final decision is made.

Section 3 Appeal Rights

At the election of the employee, a final decision by the Employer to effect an adverse action against a bargaining unit employee may be appealed to the Merit Systems Protection Board, (MSPB), may be grieved, or, alternatively, and with the consent of the Union, may be sent directly to binding arbitration. However, the employee may choose only one appeal forum (5 CFR 752.405(b).) An appeal to the MSPB must be filed any time during the period beginning with the day after the effective date of the action being appealed until not later than thirty (30) days of the effective date.

Section 4 Invoking Arbitration

When the Employer renders a final decision, the Union may invoke arbitration within thirty (30) calendar days of the date of the decision. The date of filing the invocation shall be the date of mailing indicated on the certified mail. If the filing is by personal delivery, it shall be considered filed on the date it is received. The National President of NTEU may invoke arbitration by filing notification with the Chief of the Bureau's Employee and Labor Relations Team. If arbitration is not invoked in a timely manner with the Chief, Employee and Labor Relations Team, the action may not be appealed to the arbitration procedure.

Section 5 Burden of Proof

Where arbitration is invoked, the burden of proof for matters covered by this Article shall be a preponderance of evidence.

Section 6 Application of Case Law

The Parties hereby agree that they will look to the body of case law regarding adverse actions which has been developed by the Federal courts and the MSPB, for guidance and interpretation.

Section 7 Nexus Requirement for Off-Duty Misconduct

An employee will not be disciplined for off-duty conduct unless a nexus is established between the conduct

and the efficiency of the service. The notice of proposed adverse action will include a statement or description of the connection between the off-duty misconduct and the efficiency of the service.

Section 8 Notice to the Union

A. The Union will receive notice of any adverse action proposal by serving the National Office with a copy of the letter.

B. In any proposed adverse action, the employee shall be informed that he/she may have an individual represent him/her and that the representative may be from NTEU or may be any other individual.

C. The employee will be furnished a second copy of the notice, with the following typed at the top: "THIS COPY MAY, AT YOUR OPTION, BE FURNISHED TO YOUR UNION REPRESENTATIVE."

D. The decision letter will inform the employee that if the employee elects to file a grievance or wishes to proceed to arbitration, the employee should contact his/her Union representative.

ARTICLE 33 UNACCEPTABLE PERFORMANCE ACTIONS

Section 1 General

A. This Article sets forth the procedures to be followed in processing involuntary reduction in grade and involuntary removals based solely on unacceptable performance, pursuant to Chapter 43 of Title 5.

B. This Article applies only to bargaining unit employees who have completed their probationary or trial period.

C. No bargaining unit employee will be subject to an action based on unacceptable performance, pursuant to Chapter 43 of Title 5 of the United States Code, unless that employee fails to meet established performance standards in one or more critical elements of his/her position.

Section 2 Performance Counseling and Performance Improvement Plans

A. Employees will be apprised of their performance with regard to meeting or not meeting performance standards and critical elements previously set for them.

B. Prior to issuing a notice of proposed action based on unacceptable performance, the Employer, generally through the immediate supervisor, will meet with the employee, fully discuss the performance problems, and provide the employee with the following information in writing:

1. Identification of the critical elements and performance standards for which performance is unacceptable;
2. Advice as to what the employee must do to bring the performance above the unacceptable level;
3. Notification that the employee will be afforded a reasonable period of time (specified

in calendar days) in which to bring performance above the unacceptable level; and

4. Identification of training and/or developmental activities which would assist the employee in attaining performance above the unacceptable performance level, and a description of what the Employer will do to assist the employee to improve the unacceptable performance during the opportunity period.

Section 3 Notice of Proposed Action

An employee whose reduction in grade or removal is proposed for unacceptable performance will receive:

- A. Thirty (30) days advance written notice of the proposed action which includes:
 - 1. specific instances of unacceptable performance by the employee on which the proposed action is based, including the performance standard involved in each instance of unacceptable performance;
 - 2. the critical elements of the employee's position involved in each instance of unacceptable performance;
 - 3. a statement of the employee's right to be represented by NTEU, an attorney or any other individual;
 - 4. a statement of the employee's right to answer orally and/or in writing, and the time frame for filing such replies. A reasonable amount of official time will be provided to prepare/present replies, and a request to submit an oral reply must be made within seven (7) days of the receipt of the proposed notice. A copy of the answer of the employee, when written, and a summary of the oral reply, if any, should be made a part of the record. The employee will not be required to reply less than five (5) calendar days after having the opportunity to review the materials relied upon

(except, for example, medical information deemed non-disclosable by a physician) to support the reasons in the proposed removal.

5. a statement of the employee's right to review the material relied upon to support the reasons in the notice.

B. The employee will be furnished a second copy of the notice, with the following typed at the top: "THIS COPY MAY, AT YOUR OPTION, BE FURNISHED TO YOUR UNION REPRESENTATIVE."

C. The deciding official's written decision will set forth his/her findings in regard to each instance of unacceptable performance by the employee on which the reduction in grade or removal is based, and has been concurred in by an official who is in a higher position than the official who proposed the action. The written decision should include information to the employee of the appropriate appeal, grievance, and complaint rights available and, at a minimum, the time limits and procedures for exercising those rights. In an action in which an employee has been removed or downgraded based on unacceptable performance, such actions must be supported by substantial evidence. The Employer will also address, in the written decision, the substance of the defenses or arguments raised by the employee/Union in the employee's response to the proposed action.

D. The decision letter will inform the employee that if the employee elects to file a grievance or wishes to proceed to arbitration, the employee should contact his/her Union representative.

Section 4 Extension of Notice Period

A. The notice period described in 3A above may be extended for a period not to exceed thirty (30) days at the request of the employee when the employee demonstrates to the satisfaction of the Employer that good and sufficient reasons exist for the extension of the notice period. A request for an extension of the notice period shall be in writing, shall state the reasons for the extension, and shall be delivered no later than the date the replies are due to the official who will render the decision. A failure to receive an

extension shall be appealable or grievable as it relates to the requirement for providing a reasonable time for reply.

B. The notice period described in 3A above may be extended by the Employer for a period not to exceed thirty (30) days. The Employer may further extend the notice period with prior approval of the Office of Personnel Management. If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be fully acceptable for one (1) year from the date of the advance written notice provided under 3A above, any entry or other notation of the unacceptable performance for which the action was proposed under this subparagraph shall be removed from any agency record relating to the employee.

Section 5 Decisions

The decision to retain, reduce in grade, or remove an employee shall be made within thirty (30) days after the date of the expiration of the notice period, and in the case of a reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee which occurred during the one (1) year period ending on the date of the thirty (30) day advance written notice of the proposed action.

Section 6 Exclusions

This Article does not apply to:

A. The reduction to the grade previously held of a supervisor or manager who has not completed the probationary period under 5 U.S.C. 3321.

B. The reduction in grade or removal of an employee in the competitive service who is serving a probationary or trial period under an initial appointment or who has not completed one (1) year of current continuous employment in the same or similar positions.

Section 7 Timing of Actions

The reduction in grade or removal of an employee, whose performance in one or more critical elements becomes unacceptable, may be taken at any time during the performance period.

Section 8 Appeal Rights

At the election of the employee, a reduction in grade or removal action may, with the consent of the Union, be sent directly to binding arbitration in accordance with Article 34, not later than thirty (30) calendar days after the effective date of the action. These same actions can, at the election of the employee, be appealed to the Merit Systems Protection Board (MSPB). However, the employee may choose only one appeal forum (5 CFR 752.405b). An appeal to the MSPB must be filed any time during the period beginning with the day after the effective date of the action being appealed until not later than thirty (30) days of the effective date.

ARTICLE 34 GRIEVANCES

Section 1 Purpose and Scope

A. The purpose of this Article is to provide an orderly method for the disposition and processing of grievances.

B. The Employer and the Union recognize and endorse the importance of bringing to light and adjusting problems promptly and, whenever possible, informally.

C. The Parties agree to submit virtually all contract-related matters to the negotiated grievance procedures concerning contract-related issues which may occur in the day-to-day administration of this Agreement or to the Ombuds through the Alternative Dispute Resolution (ADR) process as contained in Section 7 of this Article.

D. The Employer and the Union by mutual agreement may consolidate any number of grievances into one grievance if they involve the same issue or factual situation(s).

E. Section 12 contains a list of specific matters not subject to grievance under this Article, and subjects that are grievable either under this Article or under statutory appeal procedures at the option of the employee.

Section 2 Definitions

A. Grievance means any complaint:

1. by any employee concerning any matter relating to the employment of the employee;
2. by the Union concerning any matter relating to the employment of any employee; or
3. by an employee, the Union, or the Employer concerning-
 - (i) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

(ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

B. Grievances under the terms of this Article may be initiated by bargaining unit employees either singly or jointly, by the Union, or by the Employer. As used in this Agreement, the term grievant refers to the aggrieved party, whether an employee, the Union, or the Employer.

Section 3 Rights under the Procedures

A. When an employee has initiated a grievance and does not elect to be represented by the Union, the Union will be given the opportunity to be present at all formal discussions between the employee and the Employer concerning the grievance. The Employer will resolve all grievances presented under such circumstances consistent with the terms and conditions of this Agreement.

B. An affected employee will be on official time to:

1. discuss potential grievances with a designated Union steward or National Field Representative
2. to *prepare* and present grievances.

C. An employee engaged in the activities set forth in B above during duty hours shall inform his/her supervisor of the amount of time required and the general purpose for which the request is being made, that is, to discuss a potential grievance, to investigate, and to present a grievance.

D. The Employer has the right to file grievances and to proceed to arbitration. If the Employer files a grievance that results in arbitration more than one time in a calendar year, the Employer will limit the Union's financial liability by assuming the cost of the arbitrator's fee for the second and each subsequent grievance in the calendar year.

Section 4 Notes and Representatives

A. Unless mutually agreed by all Parties in writing, the Parties will not be allowed to make verbatim notes of meetings during the grievance procedure for any purpose by manual, mechanical, or electronic means. Notes or recordings made during the grievance procedures will not be admissible in any manner at arbitration or other hearing.

B. Grieving employees will have the right to be accompanied, represented, and advised by a Union representative at any stage of the proceeding.

C. Management officials retain the right to be accompanied, represented, and advised by a representative or members of their staff as they deem necessary at any stage of the proceeding. This may include supervisors not involved in previous steps of the grievance process.

Section 5 Exclusivity of Procedure

The procedures in this Article will be the exclusive remedy available to employees, the Union, and the Employer for the resolution of grievances covered by this Article.

Section 6 Timeliness

Except as may be otherwise provided in other articles of this Agreement, grievances will not be considered unless they are presented to the appropriate official twenty-one (21) calendar days after the incident which gave rise to the grievance or within twenty-one (21) calendar days after the grievant became aware of the matter that caused the grievance.

Section 7 Beginning the Grievance or ADR Process

A. Employee Grievances, Step 1

1. Each grievance must be in writing and delivered to the grievant's immediate supervisor.

The grievance must contain an explanation of the complaint including, where appropriate, the article and section of the Agreement alleged to have been violated, and the personal relief sought by a bargaining unit employee. The immediate supervisor will, if he/she has the authority to grant the relief requested, attempt to resolve the grievance. If he/she does not have the authority, the supervisor will refer the grievance to the official with the authority to grant the relief.

2. The immediate supervisor or the official to whom the grievance is referred, will consider the matter and will meet with the grievant, if the grievant or the supervisor so requests, within ten (10) workdays of the receipt of the grievance in order to discuss the grievance in an attempt to resolve the grievance. If a meeting is held, the official will determine who will attend the meeting on behalf of the Employer. The grievant and/or a Union steward or representative shall be the other parties present. The official shall give the grievant a written decision regarding the grievance within ten (10) workdays after the meeting or within ten (10) workdays of receipt of the grievance if no meeting is held. If the grievance is denied, the written decision will contain an analysis of the reasoning and evidence supporting the denial and will refer the grievant to the next highest official who will hear the Step 2 grievance if the grievant is dissatisfied with the Step 1 decision.

B. ADR/Ombuds Process, Alternate Step 1.

The grievant may elect to utilize the Alternate Dispute Resolution process at Step 1 under the following conditions:

1. To use the ADR process, unit employees must inform their NTEU representative of the problem or dispute. The Union representative shall then contact the Bureau Ombuds, or his/her designee, in an effort to resolve the issue.

2. The Parties agree that this ADR method will address any issue unit employees elect to raise.

3. The Parties agree that in matters which would otherwise be acceptable under Article 34 of the Negotiated Agreement as timely grievable, the ADR system can replace Step 1 of the negotiated grievance procedure. If an ADR recommendation to resolve the problem is rejected by either the employee or the Union, the matter will then be heard at Step 2 of the negotiated grievance procedure at the election of the employee, or arbitration may be invoked at the election of the Union. To preserve the employee's right to file a timely negotiated grievance, the employee must seek the ADR within twenty-one (21) calendar days after becoming aware of the matter.

4. The ADR mechanism shall consist of a two (2) or more person panel. This panel, at a minimum, will be composed of the Bureau Ombuds or his/her designee(s) and the Union's representative(s). The panel shall conduct joint fact-finding and prepare a non-binding recommendation to resolve the problem. The panel shall have thirty (30) calendar days from receipt of the complaint to formulate recommendations. The complainant shall have ten (10) calendar days to either accept or reject the recommendation, unless the panel agrees on an extension of time.

5. If the complainant elects not to accept the panel's recommendation and the matter is otherwise timely grievable, the employee may, within fifteen (15) calendar days, file a grievance at Step 2 of the procedure. The employee will be granted an additional ten (10) calendar days to file a negotiated grievance only if the Employer rejects the panel's recommendation.

6. If no non-binding recommendation is made by the panel, the matter shall revert to the regular dispute resolution procedures, i.e., the negotiated grievance procedure, at Step 2.

7. With respect to otherwise non-grievable matters that an employee may elect to raise in the ADR, the parties agree that these matters have no further right of appeal at the conclusion of the ADR process and that this agreement is, in no way, intended to increase the employee's formal appeal rights in any forum.

8. The Parties agree that information developed or obtained in the course of the ADR process and any settlement agreements reached by the Parties will be kept confidential by all persons involved.

C. Step 2 of the Grievance Procedure

1. Employees appealing decisions rendered under Step 1 may, within ten (10) calendar days of the grievant's receipt of the Step 1 decision, submit the Step 2 grievance to the next higher official having authority to grant relief. This official will be identified in the decision letter at Step 1.

2. Such appeals must include a copy of the original grievance submitted and the Step 1 grievance submitted and the Step 1 decision letter. The official hearing the second step of the grievance shall consider the matter and meet with the employee, if the grievant or the official so requests, within ten (10) workdays of the official's receipt of the appeal of the Step 1 decision in order to discuss the grievance. The official will determine who will attend the meeting on behalf of the Employer. The grievant, his/her steward, chief steward, and/or Union National Field Representative may also be present. The official will give the grievant a written decision regarding the grievance within ten (10) workdays after the meeting or within ten (10) workdays of the receipt of the grievance if no meeting is held. If the grievance is denied, the written decision will contain an analysis of the reasoning and evidence supporting the denial.

D. Union and Employer Grievances

1. Grievances filed by the Union will be submitted to the Chief, Employee and Labor Relations Team, within twenty-one (21) calendar days after the particular act or occurrence precipitating the grievance or within twenty-one (21) calendar days after the Union became aware of the particular act or occurrence causing the grievance. A written decision on the matters presented will be issued within ten (10) calendar days.

2. Grievances filed by the Employer will be submitted in writing to the National President of the Union by the Chief, Employee and Labor Relations Team within twenty-one (21) calendar days after the particular act or occurrence causing the grievance. A written decision will be issued within ten (10) workdays.

3. Should the grievance be settled during the processes described in 1 or 2 above, the grieving party will withdraw the grievance in writing, or the Parties will reduce the settlement to writing, stating that the matter is closed, and sign the settlement agreement.

4. When the issues are not resolved, the grieving party, through the National President of the National Treasury Employees Union or the Chief, Employee and Labor Relations Team, may invoke arbitration in accordance with the procedures set forth in Section 8 of this Article.

Section 8 Invoking Arbitration

A. Arbitration may be invoked by the aggrieved party within thirty (30) calendar days of the decision in cases where a negative determination is sustained on reconsideration of a denial of a within-grade increase and no grievance is filed, and if the employee, with the consent of the Union, elects arbitration; or when an adverse decision is rendered in the final step of the grievance procedure. The date of filing the invocation shall be the date indicated on the certified mail, or the

date on the e-mail or fax. If the filing is by personal delivery, it shall be considered filed on the date it is received.

B. Arbitration may only be invoked by the National President of the National Treasury Employees Union by filing notification with the Chief of the Employee and Labor Relations Team, or the Chief, Employee and Labor Relations Team, so notifying the National President of the Union.

Section 9 Evidence

A. The Parties will have the obligation of introducing all relevant evidence during steps of the grievance procedure and producing any and all witnesses who have relevant information of the matter or issue, or a statement by the witness.

B. Evidence may not be withheld during the processing of a grievance. However, newly discovered evidence may be offered at later stages of the grievance procedure or arbitration.

C. New issues may not be raised by either party unless they have been raised at Step 1 of the grievance procedure; provided, however, the parties may mutually agree to join new issues to a grievance in process.

Section 10 Time Limits

A. The time limits delineated in this Article may, by mutual agreement of the Parties, be extended.

B. The Parties may mutually agree in writing or by fax or e-mail to waive any step or meeting in this procedure.

C. For grievances filed pursuant to this Article, the date of filing by mail shall be determined by the postmark date or by the date on the fax or e-mail. If no postmark date is evident, it shall be presumed to have been mailed five (5) days prior to receipt. If the filing is by personal delivery, it shall be considered filed on the date it is received by the appropriate party.

Section 11 Cancellation

Failure on the part of the grievant or the Union to timely prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Employer to meet any of the requirements of the procedure will permit the grievant or the Union to move to the next step.

Section 12 Exclusions

A. The following matters are excluded from the grievance procedures:

1. pursuant to 5 U.S.C. 7121 (c):
 - a. any claimed violation of Subchapter III of Chapter 73 of Title 5 (relating to prohibited political activities);
 - b. retirement, life insurance, or health insurance;
 - c. suspensions or removals pursuant to 5 U.S.C. 7532, dealing with national security;
 - d. any examination, certification or appointment; or
 - d. the classification of any position which does not result in the reduction in grade or pay of any employee.
2. dismissals of probationers.
3. garnishment of wages.
4. non-selection for promotion from a list of properly ranked and certified employees.
5. non-adoption of a suggestion, disapproval of a quality step increase or performance award; or any other kind of discretionary award except where the grievance alleges a violation of this

Agreement or the Employer's established policies and practices on awards;

6. an action terminating a temporary promotion within a maximum period of two (2) years and returning the employee to the position from which he/she was temporarily promoted unless the termination would constitute a prohibited personnel practice.

7. any termination of benefits payable under Chapter 53, subchapter VI of Title 5 of the United States Code, pertaining to grade and pay retention.

8. approval of an action which, if effected would be covered under the grievance procedure or under a statutory appeals procedure.

9. reduction-in-force actions.

10. Formal EEO complaints (although EEO matters are not grievable , such matters may be raised in the ADR process described in Article 34 section 7B).

C. The following matters, at the employee's option, may be appealed under statutory procedures or may be grieved under the negotiated grievance procedure, and with the consent of the Union, taken to arbitration, but review may only be sought under one procedure.

1. Adverse actions as defined in 5 U.S.C.
7512.

2. Reductions in grade or removals for unacceptable performance under 5 U.S.C. 4303.

ARTICLE 35 ARBITRATION

Section 1 Procedures

When arbitration is invoked, the grieving party will, within ten (10) workdays, request a list of five (5) arbitrators from the FMCS and will notify the other party of its request to the Federal Mediation Conciliation Service (FMCS). The Parties will meet within ten (10) workdays after receipt of the list to seek agreement on an arbitrator. This meeting may take place over the telephone. If the Parties cannot agree on an arbitrator, the Union and the Employer, in that order will strike one name from the list alternately until one name remains. The remaining person shall be duly selected arbitrator.

Section 2 Documents, Files and Witnesses

A. If either Party furnishes the grievance file to the arbitrator, all documents furnished to the arbitrator will be furnished to the other Party.

B. The official grievance file shall consist of the written grievance, the written answers to each step, all documentary evidence submitted, and the notice invoking arbitration.

C. The Parties shall exchange, at least ten (10) workdays prior to a scheduled arbitration hearing, a list of witnesses anticipated to be called at the hearing. They shall also briefly discuss the substance of each witness' expected testimony. Neither Party shall be precluded from adding witnesses; however, the Parties shall make their best efforts to notify each other of additional witnesses at least three (3) days in advance of the hearing.

Section 3 Cost of the Arbitration

A. The arbitrator's fees and expenses of the arbitration, including the cost of the transcript, will be paid one-half (1/2) by the Employer and one-half (1/2) by the Union.

B. However, if the Union represents an employee in a mixed case grievance, i.e., matters involving both the formal EEOC process and otherwise grievable matters, the Employer will pay the total cost for the first two (2) mixed case arbitrations in a fiscal year. This provision is applicable only when the mixed case grievance arises out of the same matter, e.g., disciplinary action.

C. The arbitration hearing will be held on the Employer's premises at the grievant's post of duty, when practicable, or at any other mutually agreed site.

D. The quantum of proof necessary to sustain a grievance will be a preponderance of the evidence except as noted for unacceptable performance actions where the burden of proof will be substantial evidence. The terms "preponderance" and "substantial" will have the meanings set forth in 5 C.F.R. 1201.56.

E. A verbatim transcript will be made by a qualified reporter.

F. The grievant and the grievant's designated Union representative shall be granted official time to participate in an arbitration hearing.

G. ATF employees, participating in a hearing as witnesses shall be granted official time for travel.

H. Arbitrators' decisions will be final and binding and they will also have the authority to make an aggrieved party whole to the extent such remedy is not limited by statute or regulations.

I. Witnesses at a hearing must testify in the presence of the grievant and the grievant's representative, unless waived by the grievant and the representative of the other Party.

J. The hearing shall be open unless the grievant requests that it be closed.

K. It will be the sole discretion of the arbitrator to determine who may testify.

L. All testimony will be truthful and will be under oath or affirmation.

Section 4 Arbitrator's Authority

A. The Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and the opinion expressed by the arbitrator shall be confined exclusively to the issues resolvable through the scope of the grievance procedure as defined in Article 34. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement.

B. If the Employer raises an assertion of arbitrability or grievability, that issue will be joined to the grievance at issue. Any arbitrator assigned to decide the grievance will have the authority to make all arbitrability/grievability decisions as well as decisions on the merits of the grievance. The arbitrator, in his/her sole discretion, can delay the hearing on the merits if such is clearly necessary.

ARTICLE 36 EXPEDITED ARBITRATION

Section 1 When to Use

The expedited arbitration procedure set forth in this Article is intended to provide prompt and efficient handling of certain cases. The Parties agree to submit grievances concerning the following matters to an expedited procedure under the terms of this Agreement: (Expedited Arbitration will be invoked in accordance with Section 8, Article 34 and Section 1, Article 35, Arbitration.)

- A. written reprimand;
- B. appeals of performance appraisal ratings;
- C. denials of annual or sick leave, or leave without pay;
- D. denials of reasonable time to which Union representatives are entitled under this Agreement;
- E. bulletin board posting;
- F. literature distributions;
- G. ranking panel evaluations; and
- H. suspensions of five (5) days or less.

Section 2 Submissions

A. If either Party furnishes the grievance file to the arbitrator, all documents furnished to the arbitrator will also be furnished to the other party.

B. The official grievance, the written answers to each step, the written appeals at each step, all documentary evidence submitted, and the notice invoking arbitration.

Section 3 Fees and Conduct of the Arbitration

A. The arbitrator's fees and expenses of the arbitration, including the cost of the transcript, will be paid one-half (1/2) by the Employer and one-half (1/2) by the Union.

B. The arbitration hearing will be held on the Employer's premises at the grievant's post of duty, when practicable, or at any other mutually agreed site.

C. The quantum of proof necessary to sustain a grievance will be a preponderance of the evidence except as noted for unacceptable performance actions where the burden of proof will be substantial evidence. The terms "preponderance" and "substantial" will have the meanings set forth in 5 C.F.R. 1201.56.

D. A verbatim transcript will be made by a qualified reporter.

E. The grievant and the grievant's designated Union representative shall be granted official time to participate in an arbitration hearing.

F. ATF employees, participating in a hearing as witnesses shall be granted official time for travel.

G. Arbitrators' decisions will be final and binding and they will also have the authority to make an aggrieved party whole to the extent such remedy is not limited by statute or applicable regulations.

H. Neither Party may file written briefs with the arbitrator following the arbitration hearing, but either party may, at its option, present a written statement of its position prior to the close of the hearing. Any such submissions shall be served simultaneously on the other party.

I. The Parties have the right to be present and cross-examine witnesses, and to issue opening statements.

J. It shall be the sole discretion of the arbitrator to determine who shall testify. Witnesses at a hearing must testify in the presence of the grievant

and the grievant's Union representative unless waived by the grievant and the representative of the other Party.

K. The Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and the opinion expressed by the arbitrator shall be confined exclusively to the issues resolvable through the scope of the grievance procedure as defined in Article 34. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement.

L.. All testimony will be truthful and will be under oath or affirmation.

M. Arbitrators' decisions will be final and binding and they will also have the authority to make an aggrieved party whole to the extent such remedy is not limited by statute or higher level regulations.

Section 4 Arbitrator's Authority

If the Employer raises an assertion of arbitrability or grievability, that issue will be joined to the grievance at issue. Any arbitrator assigned to decide the grievance will have the authority to make all arbitrability/grievability decisions as well as decisions on the merits of the grievance. The arbitrator, in his/her sole discretion, can delay the hearing on the merits if such is clearly necessary.

ARTICLE 37 DUES WITHHOLDING

Section 1 Coverage

This Article is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible employees:

- A. who are members in good standing in the Union;
- B. who have voluntarily completed Standard Form 1187, Request and Authorization for a Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and
- C. who receive compensation sufficient to cover the total amount of the allotment.

Section 2 Responsibilities

- A. The NTEU National President or any Chapter officer who has submitted proper notification to the personnel office is authorized to make the necessary certification of Standard Form 1187.
- B. The Union agrees to assume the responsibility for:
 - 1. informing and educating its members on the voluntary nature of the system for allotment of Union dues, including the conditions under which the allotment may be revoked;
 - 2. purchasing and distributing to its members Standard Form 1187 and the accompanying statement required under the Privacy Act of 1974;
 - 3. informing the Employer of changes in Subsections A and B of this section;

4. forwarding the employee's properly executed and certified Standard Form 1187 to the Bureau personnel office on a timely basis;
5. forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Allotment of Compensation for Payment of Employee Organization Dues) to the appropriate personnel office when such revocation is submitted to the Union;
6. informing the Bureau personnel office of the name of any participating employee who has been expelled or ceases to be a member in good standing in the Union within ten (10) days of such final determination.
7. informing the Chief, Employee and Labor Relations Team, Personnel Division, Headquarters Office, of any change in the amount of membership dues; and
8. returning magnetic reel tape(s) with protector to TPPIIS Operation Center within seven (7) days of receipt.

Section 3 Processing Allotments

A. The Employer agrees that it is responsible for processing voluntary allotments of dues in accordance with this article.

B. The Employer agrees to assume responsibility for:

1. having the National Finance Center forward remittance payable to the National Treasury Employees Union.
2. having the personnel office, upon receipt of a properly certified Standard Form 1187, stamp the date on the back of the form and forward it to the National Finance Center within three (3) workdays of its receipt;
3. withholding dues on a biweekly basis;

4. providing biweekly, within six (6) calendar days of the close of the pay period, sufficient magnetic tape reel(s) to contain the following information:

a. Record Format

1. Record length - 80 characters
2. Block length - 10 records
3. Standard header and trailer label
4. File sequence - Social Security Number (ascending)

b. Record Format Positions:

Positions	Descriptions
1 - 9	Social Security Number
10 - 12	Chapter Number
13 - 21	Initial of first name (left justified)
22	Middle initial
23 - 37	Last name (left justified)
38 - 41	Dues Withholding amount Format: 99.99(assumed decimal point)
42 - 44	Seasonal W.A.E. identification
45 - 80	Code to reflect the following information where applicable: (1) "D" = continuing (2) "E" = no dues deductions because employees compensation insufficient to permit a deduction; (3) "F" = new allotment (4) "G" = revocation; (5) "H" = separation; (6) "I" = pay adjustment; (7) "J" = movement out of recognition area; and (8) "K" = W.A.E. to non-duty

c. The total gross amount deducted for all employees.

5. discontinuing allotments as required by 5 U.S.C. 7115;

6. notifying the employees and the organization when an employee is not eligible for an allotment because the employee is not included under the recognition in the appropriate exclusively recognized unit on which the Agreement is based;
7. withholding new amounts of dues upon certification from the NTEU National President so long as the amount has not been changed during the past twelve (12) months;
8. transmitting checks to the allottee designated by the Union;
9. transmitting magnetic tape reel(s) pursuant to Section 3, Subsection B3(a) and (c) to the Union or its designee;
10. having the personnel office, upon receipt of a properly executed Standard Form 1188 or other revocation document, stamp the date received on the form or other revocation document and forward the original and copy to the National Finance Center within three (3) workdays after the receipt; and
11. having the personnel office provide local NTEU chapters with a listing of Standard Form 1188 or other revocation documents received within three (3) workdays after receipt.

Section 4 Changes in Allocations

A. The Parties agree that the amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months.

B. The Union will pay no fees for these services

C. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after the discovery of the

error, the Union agrees to promptly refund the erroneous remittance.

Section 5 Effective Dates for Actions

The effective dates for actions under this article are as follows:

Action	Effective Date
A. Starting dues withholding	Beginning of first pay period after date of receipt of properly executed and certified Standard Form 1187 in National Finance Center.
B. Change in amounts of dues	Beginning first pay period after receipt of certification in National Finance Center.
C. Termination due to loss Of membership in good standing	Beginning the first pay period after receipt of notification in National Finance Center.

D. Termination due to separation or movement out of the exclusive unit.

A final deduction will be made for that pay period in which the action is effective.

E. Revocation

An allotment may not be revoked for one (1) year after the first deduction. A revocation shall be effective as of the first full pay period after the anniversary of the first deduction. When the date of the first dues withholding cannot be determined, January 1 will be the date established anniversary date for revocation purposes. To revoke an allotment, the employee shall submit an SF-1188 ("Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Due(s)") to the Employee and Labor Relations Team during the thirty (30) day period beginning

forty-five (45)
calendar days
before the
anniversary date
and closing
fifteen (15)
calendar days
before that
anniversary date.
If the employee
does not submit
the SF-1188
during that
thirty (30) day
period, his/her
withholding
allotment may not
be revoked until
the next
anniversary date.

Section 6 Detailed Employees

Employees detailed or temporarily promoted to a non-bargaining unit position shall continue to have dues withheld.

Section 7 Notices

The Employer must notify the Chapter when a Standard Form 1187 is not being processed because the employee is not in the bargaining unit.

Section 8 Dues Processing

The Employer will process dues withholding requests within the first full pay period following receipt of a properly executed Standard Form 1187 in the Employee and Labor Relations Team. If processing does not occur within this time frame, the Employer will waive recovery of the dues from the employees and will pay to the Union the dues that were not deducted, in accordance with applicable law and regulations.

ARTICLE 38 EMPLOYER/UNION MEETINGS

Section 1 Semi-Annual Meetings

A. The Employer will meet with each local Chapter of NTEU on a semi-annual basis to discuss matters of concern.

B. The Headquarters Office of the Employer and the National Office of the Union will meet at least semi-annually to discuss matters of concern. The parties agree to utilize the National Partnership Council (NPC) as the forum for this discussion so long as the NPC exists.

Section 2 Meeting Agenda

A. The Parties agree to furnish each other, ten (10) days prior to the scheduled date of the meeting, with a written agenda of items to be discussed. Matters not on the agenda can be discussed by mutual consent.

B. The Employer agrees that any meeting conducted under this article shall be conducted during the normal tour of duty, in facilities furnished by the Employer.

C. Additional meetings may be held, by mutual consent, at such other times as deemed necessary.

Section 3 Union Representation/Travel

A. The Union shall be represented by up to four (4) employee representatives at each of the meetings referred to in Section 1.A. of this Article except for the Partnership Council, which shall have six (6) union representatives. The Employer recognizes that the Union may at times find it necessary to expand the size of its committees in order to make expertise available to itself. In such cases, the Union will provide advance notice of its need to do so and ATF must agree before these extra people can attend.

B. The Employer agrees that the employees will be on official time traveling to and from attending these meetings referred to in Section 1.A. of this Article.

C. The Employer agrees to pay the necessary travel and per diem expenses for as many as six (6) appointed Regional Union chapter leaders or designees to attend National Partnership Council meetings referred to in Section 1.B of this Article.

D. NTEU may have up to two (2) employees of the National Office staff attend each meeting.

ARTICLE 39 MID-TERM BARGAINING

Section 1 Pre-decisional Involvement

A. The Parties agree to the goal of providing the Union with pre-decisional involvement in all matters affecting conditions of employment for bargaining unit employees. With regard to issues that are national in scope, the NTEU National President, or designee, will be responsible for designating the Union's representatives on any joint labor-management group. For local issues, the appropriate NTEU Chapter President will be the point of contact for designating these representatives, with a courtesy copy of the Employer's request for representatives provided to the NTEU National President, or designee.

B. If pre-decisional involvement results in a joint resolution of the issue through consensus, and the Parties sign an agreement to this effect, then the Union will have waived its right to further bargaining on this issue. If an agreement is not reached through pre-decisional involvement, the remaining procedures set forth in this Article shall apply. In addition, if any agreement signed by the Parties is subsequently modified or rejected by Agency officials, then the Union shall retain its right to bargain.

C. A decision by the Union not to take advantage of an opportunity for pre-decisional involvement does not constitute a waiver of the Union's right to bargain over the matter.

Section 2 Employer-Initiated Bargaining

A. Unless otherwise agreed to through the ATF-NTEU Partnership Council or other pre-decisional joint groups, the Employer will give advance notice of any proposed changes in the conditions employment for bargaining unit employees. Normally, the Employer will provide three (3) weeks notice of such changes and the Union will make any proposals it intends to make before the end of the notice period. If the Union requests additional information or a briefing concerning the change, the deadline for

response will be extended ten (10) days from receipt of the additional information or briefing. Any deadline may also be extended by mutual agreement.

B. The Employer will furnish notice to the National President or designee, with simultaneous notice to each affected Chapter President. Such notice may be provided by certified mail, hand delivery, fax, e-mail, or by any other method of communications agreed upon by the parties. The Employer will provide this notice except in cases of emergency described in the Civil Service Reform Act.

C. For changes limited to an appointing office, notice of the change will be served on the designated National and Chapter NTEU officials. Negotiations over this change will begin at the local level. If local Parties reach agreement and that agreement is subject to agency head review, the NTEU National Headquarters will be accorded similar review rights. The National Headquarters of NTEU and the agency head have the authority to disapprove only for reasons of conflict with law, government-wide regulations or the National Agreement.

D. In providing notice of proposed changes, the Employer will identify the specific changes in policies, directives, procedures, practices, etc., that are being proposed (e.g., by executive summary or redline/strikeout).

E. When bargaining over Employer-initiated changes, either Party may propose technical or conforming changes to existing provisions of this Agreement.

Section 3 Union-Initiated Bargaining

A. The Union shall have the right to initiate mid-term bargaining to the extent permitted by law.

B. The Union shall submit proposals from its National President (or designee) to the Chief, Employee and Labor Relations Team. Such notice may be provided by certified mail, hand delivery, fax, e-mail, or by any other method of communications agreed upon by the Parties. The Employer shall submit its response to the Union within twenty-one (21) calendar days.

Section 4 Ground Rules for Bargaining

If the Parties enter into negotiations during the life of this Agreement, the following rules will apply:

A. Negotiations will take place during official duty hours (8 a.m. to 6 p.m.) and at other times mutually agreeable.

B. The Union may have up to four (4) unit employees (and unlimited staff) in attendance.

C. A number of bargaining unit employees equal to the number of the Employer's bargaining representatives shall be excused from duty without charge to pay or leave during the part of the actual negotiations that they were otherwise scheduled to be in a duty status. The Union will designate which of its representatives will be excused from duty without charge to pay or leave.

D. Once an issue is invoked, the Union will accept the Employer's reasonable scheduling of the negotiations.

E. There shall be no publicity regarding the negotiation by either Party unless and until third parties enter into the process.

F. All agreements are tentative until full agreement is reached. Any final agreement will be reduced to writing and signed by the Parties.

G. The site of negotiations shall be at a mutually agreeable location.

Section 5 Effect of Local Agreements

Local negotiations pertaining to a policy, practice, or working condition affecting employees at a specific office or post of duty will not establish past practice or precedent for other offices or posts of duty.

Section 6 Negotiability Determinations

Proposals declared non-negotiable and subsequently found negotiable by the Federal Labor Relations Authority will be timely negotiated by the parties under the finding.

Section 7 Mid-term Reopener

A. After this Agreement has been in effect for twenty-four months, each Party may reopen negotiations for up to three (3) articles of the contract. By mutual agreement, more than three (3) articles may be reopened. In order to re-open, either Party must submit notification to the other party within sixty (60) calendar days following the twenty-four (24) month period. Such notification will include the articles to be reopened and a brief statement of the main interests and/or issues of concern.

B. In the event this Agreement is extended beyond its initial term, the opportunity to reopen on three (3) articles will occur at twenty-four (24) month intervals from the effective date of the Agreement.

Article 39 Mid-Term Bargaining Q & A's

1. What are "conditions of employment?"

According to the Federal Service Labor-Management Relations Statute, "conditions of employment" are personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting the working conditions of bargaining unit employees.

Personnel policies and practices are the written and unwritten rules that apply to bargaining unit employees. Other matters/working conditions include various features of the working environment such as safety, heat, lighting, air conditioning, and parking.

Examples of changes in the conditions of employment are:

1. Office moves
2. Changes in policies
3. Changes in work procedures
4. Changing or implementing new forms

2. What is the process to use if a manager wishes to make a change affecting the conditions of employment of bargaining unit employees?

ATF and NTEU have agreed to the goal of pre-decisional involvement. Accordingly, managers are encouraged to include an NTEU representative on any project team/group that is created for the purpose of making recommendations to management regarding a change or creating a new policy. In utilizing this approach, managers must allow the local Chapter president/steward to select the bargaining unit employee who will serve as the NTEU representative on the group. Pre-decisional involvement will give NTEU the opportunity to voice concerns and also offer suggestions on behalf of the affected bargaining unit employees. It is anticipated that this will ultimately facilitate the implementation of the change or policy.

If a manager has decided to make a change absent the recommendation of a team, it is important to forward proposals to NTEU at the earliest practical date possible to allow enough time for bargaining. The Employee and Labor Relations Team (ELRT) will facilitate this process when contacted by the management official planning to initiate a change. Once NTEU has been officially notified, ELRT will act as a liaison between the parties to assist ATF management with the mid-term bargaining procedures set forth in Article 39.

If a manager/supervisor wishes to meet with bargaining unit employees to discuss any changes in working conditions, it is very important to first notify the local NTEU Chapter president of the meeting and to give NTEU an opportunity to be present at the meeting.

3. What happens when the last day of the 3 week notice period referred to Section 2(A) ends on a non-work day?

The "next day rule" applies to the situation; that is, the notice period is extended to the next workday. For example, if the 3 week notice period ends on a Saturday, NTEU will have until the following Monday to respond provided that the Monday is not a holiday. This rule also applies to all notice periods.

ARTICLE 40 PART-TIME EMPLOYMENT

Section 1 General

A. Part-time employment under this Article will be governed by all applicable laws and regulations.

B. To be considered part-time for purposes of this Article an employee must have a regularly scheduled tour of duty, set in advance, from sixteen (16) to thirty-two (32) hours per week.

C. The Employer will not abolish any position occupied by an employee in order to make the duties of such position available to be performed on a part-time career employment basis. This does not preclude a full-time employee from requesting a voluntary change to a part-time schedule.

D. Any person who is employed on a full-time basis shall not be required to accept part-time employment as a condition of continued employment.

Section 2 Coverage

A. It is the intention of the Employer to make part-time career employment opportunities available to the maximum extent possible, consistent with the Employer's resources and mission requirements.

B. The Employer recognizes that employees may face any number of personal circumstances that could severely impact their ability to fulfil the obligation of full-time employment (e.g. handicapped individuals who require a reduced workweek, parents who must balance family responsibilities with the need for additional income, students who must finance their own education and training, or similar personal situations).

Section 3 Job Sharing

A. Job-sharing is a form of part-time employment in which the tours of duty of two (2) employees are arranged in such a way as to cover a single full-time position using flexibility in the number of hours worked and work schedules of each partner.

B. The Employer will consider requests to job-share and may grant these requests based on the need for the employees' services, the suitability of the position for job-sharing, availability of resources, and the impact on the efficiency of the service.

C. If one partner leaves the program for any reason, the other partner may, absent workload demands, have forty-five (45) days from receiving written notice from the Employer to find another partner or resume full-time employment unless Employer has agreed to allow part-time employment arrangements.

Section 4 Application

A. Interested employees will submit a memorandum, which outlines the employee's justification to participate in the part-time employment program. With regard to job-sharing, it is the responsibility of the requesting employee to find a suitable partner to share a position.

B. Denials of requests to participate in the part-time employment program will be discussed with the employee and upon request the employee will be provided with written reasons for the denial.

C. The approval and duration of the part-time employment is subject to and may be limited by the mission and resource needs of the Employer.

D. Before an employee is assigned to a part-time position, the Employer will brief the employee on the impact of this assignment on retirement, reduction-in-force, health and life insurance, promotion, and step increases.

ARTICLE 41 AWARDS

Section 1 Types of Awards

A. Performance awards are cash awards based on current performance appraisals that are Exceeds Fully Successful (EFS) or higher.

B. Quality Step Increases (QSI's) are faster-than-normal step increases that recognize outstanding performance.

C. Superior Accomplishment Awards are awards that recognize one-time, non-recurring contributions either within or outside of an employee's regular job responsibilities. They consist of:

1. Cash or time off awards; or

2. On-the-Spot Awards (cash)

D. Suggestion Awards

E. Miscellaneous honorary awards.

Section 2 Documentation

A. All incentive and performance-based awards shall be made in a fair and equitable manner and on the basis of merit. All awards shall be documented in an employee's Official Personnel Folder (OPF) including the nature and amount of awards.

B. Statistics concerning the total number of awards given will be provided to NTEU on a fiscal year basis. These statistics will include the following:

1. Total number of awards given

2. Category or type of award given

3. Number of awards given to bargaining unit employees including the:
 - a. dollar amount of awards by individual
 - b. position title of each award recipient
 - c. work location of each award recipient
4. To the extent that similar automated information is available on non-monetary awards, such information will also be provided.

C. Awards should be processed in a prompt manner. Once granted, awards shall be given. Employees shall receive their awards as soon as technologically feasible, once approved.

ARTICLE 42 EMPLOYEE ORIENTATION

SECTION 1 General

A. All new employees will receive orientation material from ATF within one week after arriving on duty. Included with this orientation material will be a copy of the ATF/NTEU Agreement and, when available, an NTEU provided recruiting package.

B. The Employer will provide advance notice to the appropriate NTEU Chapter President or designee when any new employee will be reporting to duty.

SECTION 2 Orientation for Employees Located at Headquarters

A. The Employer will provide advance notice of new employee orientation (processing in) to the President of NTEU Chapter 130 and the Union's Washington Field Representative in order to provide the Union an opportunity to make a thirty-minute presentation and/or show a video about NTEU to the employees.

B. The package of materials provided by the Bureau at orientation will contain NTEU materials and a copy of the negotiated agreement.

SECTION 3 Orientation for Employees Not Located at Headquarters

A. Employees not located at headquarters will receive the materials described in Section 1 upon processing in at their duty locations.

B. A representative of the Union may meet with each new employee for up to thirty minutes. Such meeting should normally occur during the employee's first week of employment with the Bureau and may be conducted by telephone.

ARTICLE 43 REDUCTION IN FORCE

Section 1 Notification

The Employer agrees to notify the Union of any reduction in force as far in advance of notification to affected employees as is possible. The information to be furnished the Union will be the competitive levels initially affected, the number of employees involved, the proposed effective date and the reasons for the action. The Employer will notify the Union of its efforts to minimize adverse affects on employees. The Union may request to negotiate in accordance with Article 39, Mid-Term Bargaining.

Section 2 Repromotion

When the Employer chooses to fill a vacant position, employees demoted pursuant to a RIF will be repromoted to their old position in order of seniority from among the qualified employees when the position becomes vacant.

ARTICLE 44 PRIORITY PLACEMENT PROGRAM

Section 1 Negotiability and Eligibility

The Employer agrees to negotiate over its priority placement program prior to its implementation. Employees in permanent positions, at grades GS-15 and below, or the equivalent in another pay system, are automatically eligible for registration in the program when such employees are affected by a RIF, reclassification of position, or are otherwise entitled to grade/pay retention.

Section 2 Points of Contact

The Employer will inform the Union of the name and office location of the program coordinator. In the event of a reduction-in-force, the Union may designate a steward, chief steward or Chapter president in affected areas to receive information on the program.

ARTICLE 45 ASSIGNMENT OF WORK

Section 1 Development of Employees

The Parties recognize the importance of developing employees in the performance of their jobs. Therefore, the Employer will consider employee's requests to enhance their experience.

Section 2 Discussing Work Problems

Employees are encouraged to discuss workload problems with their supervisors at any time.

ARTICLE 46 DURATION AND TERMINATION

Section 1 Effective Date

This Agreement will become effective forty-five (45) days after the date of Treasury approval.

Section 2 Term of Contract

This Agreement shall remain in full force and effect for a period of forty-eight (48) months from the effective date.

Section 3 Roll Over

This Agreement will remain in effect for yearly periods thereafter, unless either Party serves the other Party with a written notice, at least one hundred and twenty (120) days prior to the expiration date, of its desire to terminate or modify the Agreement. In the event such notice is given, the Parties shall begin full-scale negotiations not later than sixty (60) days prior to the expiration date. If negotiations are not concluded prior to the expiration date, this Agreement shall continue in full force and effect until such time as a new Agreement has been concluded and approved.

Section 4 Re-Negotiation

Except for provision(s) rendered invalid by law or regulations of appropriate authorities, the provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement of the Parties.

Section 5 Contract Severability

Invalidation of any provision of this Agreement shall have no effect on any other provision.

ARTICLE 47 MISCELLANEOUS PROVISIONS

Section 1 Combined Federal Campaign

A. The Employer agrees that participation in the Combined Federal Campaign, and other worthy drives, will be on a completely voluntary basis. This does not preclude general publicity of programs by the Employer. It is further agreed that oral encouragement will only be permissible when given to groups of five (5) or more employees.

B. It is also agreed that the immediate supervisor may not collect pledges or contributions from an individual under his/her supervision.

C. Representatives of the Federal Employee Education and Assistance Association may solicit contributions during the CFC campaign at the worksite, after obtaining authorization from the appropriate building manager.

Section 2 Next of Kin Notifications

The Employer will notify a deceased employee's designated next of kin of any benefits to which they may be entitled, including the possibility of social security benefits, and assist them in filing the claims for unpaid compensation, including lump sum leave payments, insurance, and survivorship benefits.

Section 3 Denied Pay or Benefits

The Employer agrees that where it is determined by the Employer, a third party under this Agreement, or regulatory or statutory appeals authority, that through administrative error or oversight an employee is denied benefits or pay to which he/she is otherwise entitled, corrective action shall be taken as expeditiously as possible.

Section 4 Administrative Waivers

A. An employee who receives a monetary payment to which he/she is not entitled because of an administrative error or oversight may request a waiver of repayment in accordance with ATF Order 1151.2, "Authority to Waive Claims of Employees for Erroneous Payments".

B. The Parties agree that the final decision rests with the Employer and that the provisions of this section shall not be grievable or arbitrable.

Section 5 Outside Activity

A. Employees may participate in outside activities where such activity does not create:

1. interference with efficient performance of their official duties;
2. possible discredit on or cause unfavorable and justifiable criticism of the Government; or
3. a conflict, or apparent conflict of interest, with their official duties.
4. the unauthorized use or disclosure of classified or sensitive information.

B. Requests for outside activity must be approved by the Employer in accordance with ATF Order 2735-1. Such requests must be submitted on an ATF F 2735.1 and will only be denied for reasons such as those listed in Subsection A. The office of Chief Counsel will render a decision on the request within two (2) weeks after receipt of the request by the Office of Chief Counsel. If such a request is denied, the employee may proceed directly to Step 2 of the grievance procedure. If the matter is still unresolved, the employee can invoke expedited arbitration.

Section 6 Debts to the Employer

Employees who owe a debt to the Employer due to an administrative error on the part of the agency, shall repay the debt at the rate of 15 % or other amount as

determined by the applicable law of net earnings (gross wages minus deductions for federal, state and local taxes, contributions to a retirement plan, social security and court-ordered wage deductions). Such payments shall be made by involuntary deductions from the employee's pay during each pay period. It is understood by the parties that the 15 % limitation does not apply to levies on wages for back taxes.

APPENDIX A

Miranda Rights

Before we ask you any questions, it is my duty to advise you of your rights.

You have the right to remain silent.

Anything you say can be used against you in court or other proceedings.

You have the right to consult an attorney before making any statement or answering any questions and you may have him or her present with you during questioning.

You may have an attorney appointed by the United States Magistrate or the court to represent you if you cannot afford or otherwise obtain one.

If you decide to answer questions now with or without an attorney, you still have the right to stop the questioning at any time or to stop the questioning for the purpose of consulting an attorney.

However-

You may waive the right to advice of counsel and your right to remain silent, and you may answer questions or make a statement without consulting an attorney if you so desire.

APPENDIX B

Kalkines Rights

Before we ask you any questions, it is my obligation to inform you of the following:

You are here to be asked questions pertaining to your employment with ATF and the duties that you perform for ATF. You have the option to remain silent, although you may be subject to removal from your employment by ATF if you fail to answer material and relevant questions relating to the performance of your duties as an employee. You are further advised that the answers you may give to the questions proposed to you at this interview, or any information or evidence which is gained by reason of your answers, may not be used against you in a criminal proceeding except that you may be subject to a criminal prosecution for any false answer that you may give.

APPENDIX C REPRESENTATION RIGHTS AND DUTIES

5 USC 7114 (a)(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at - -

"(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if - -

"(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

"(ii) the employee requests representation.

